



LEO S. LUTZ
Mayor

EVAN M. GABEL
Solicitor

HEATHER ZINK
Borough Council President

MARK E. STIVERS
Borough Manager

COLUMBIA BOROUGH COUNCIL – REGULAR MEETING

Paul W. Myers Council Chamber

June 11, 2024 - 7:00 PM

FINAL AGENDA

NOTE: This meeting will be livestreamed on the [Borough's YouTube Channel](#).

1. Call to Order and Roll Call
2. Invocation/Moment of Silence
3. Pledge to the Flag
4. Announcement of Executive Session(s) - NONE
5. Additions, deletions, and reorganization of agenda
 - a. Consider approval of Agenda
6. Citizen Comments (Non - Agenda Items Only – 5 Minute time limit per person)

***Civility and Decorum:** Borough officials and members of the public are expected to conduct themselves with civility and to accord each other a measure of dignity and respect. Shouting, foul language, personal insults, threats, and attacks or any conduct that disrupts the flow of business is out of order.*

7. Minutes for Approval
 - a. Consider approval of the Borough Council Meeting Minutes for April 2, 2024
 - b. Consider approval of the Borough Council Meeting Minutes for May 7, 2024
 - c. Consider approval of the Borough Council Meeting Minutes for June 4, 2024
8. Presentation and Acceptance of Reports
 - a. Community Development – Eric Kauffman
 - I) Acknowledge receipt of the Columbia Market House Report for May 2024
 - b. Legislation – Kelly Murphy
 - I) Acknowledge receipt of the Active Legislation report for June 2024
 - c. Public Works & Property – Peter Stahl
 - I) Acknowledge receipt of the Public Works and Property Report for May, 2024
9. Presentations
10. Mayor Lutz/Chief Brommer

For public comment on items on the agenda, there will be a 3-minute time limit per person per topic). **All discussions on agenda items that go over 15 minutes will be tabled to the next available work session.**

11. Action Items:
 - a. Consider Resolution 2024-21 to clarify the term for Mary Wickenheiser to serve on the Borough Planning Commission
 - b. Consider Resolution 2024-22 to clarify the term for Nathan Roach to serve on the Borough Planning Commission
 - c. Consider Resolution 2024-23 to authorize staff to sell a vehicle by auction



- d. Consider authorizing staff and Borough Attorney to advertise an ordinance to amend Chapter 220 Zoning to amend the table of uses and dimensional requires for the Light Business District
 - e. Consider authorizing staff and Borough Attorney to advertise an ordinance to amend Chapter 220 Zoning to amend the Official Zoning Map to amend the boundary of the Conservation zone to include additional lands located on the Borough owned property located between Plane Street and S Thirteenth Street
 - f. Consider authorizing staff and Borough Attorney to advertise an ordinance establishing new regulations relating to the construction and maintenance of curbs and sidewalks in the Borough
 - g. Consider authorizing staff and Borough engineer to execute a contract with Land Studies for needed maintenance for the Shawnee Run stream corridor
 - h. Authorization to pay bills
12. Introduction New Business:
- a. Consider authorizing staff to extend an offer of employment to Aaron Haun for the position of part time police officer
 - b. Consider authorizing staff to contract with ELA Group to develop the site plan for the McGinness Innovation Park
 - c. Consider authorizing staff and Borough Attorney to advertise an ordinance establishing a 66 foot right-of-way on the 100 and 200 block of Walnut Street
 - d. Consider a special event application to allow a block party on the 900 Block of Chestnut Street on August 3, 2024, from 3:00PM to 11:00PM contingent upon receipt of the required Certificate of Insurance.
13. Staff Reports, Comments, and Announcements
- a. Solicitor
 - b. Borough Engineer
 - c. Secretary/Treasurer
 - d. Boards, Commissions and Committees
 - I) Upcoming Meetings: HARB June 12 (7:00PM), Parks and Recreation June 13 (6:00PM), Planning Commission Workshop June 18 (6:00PM), Planning Commission (June 18 (7:00PM), Shade Tree Commission June 24 (6:00PM)
 - II) Minutes: None
14. Borough Council Comments
- a. Council Members
15. Announcement of Next Meeting. At 7:00 PM on June25, 2024 will hold a regular Council meeting
16. Adjournment

If you are a person with a disability wishing to attend this meeting and require accommodation to participate in the meeting, please contact the Columbia Borough Office at (717) 684-2467 at least 24 hours prior to the meeting.

COLUMBIA BOROUGH COUNCIL – WORKSHOP

Paul W. Myers Council Chambers

April 2, 2024 - 7:00 PM

MINUTES

1. Council President Zink called the meeting to order at 7:00 p.m.

Councilpersons present: Zink, Kauffman, Murphy, Fisher, Price, Stahl, Burgard.

Mayor Lutz was present.

Staff Present: Borough Manager Stivers, Facility Manager Affeld, and Police Chief Brommer

2. A moment of silence was observed.
3. Councilperson Murphy led The Pledge to the Flag.
4. Announcement of Executive Session(s). NONE
5. Additions, deletions, and reorganization of agenda
 - a. Motion to approve the agenda

Motion by:	Second by:	Voice Vote:
E. Kauffman	J. Price	All Favored – Motion Carried

6. Citizen Comments

- a. Sharon Lintner expressed her appreciation for the live stream video back up and running after technical difficulties last week. Sharon asked about the status of more crosswalk signs, as well as the replacement of the one that disappeared from Locust St. Chief Brommer commented that sign is being repaired and will be replaced as soon as possible, other signs will be placed as well.
- b. Amy Hall shared her thoughts on the need to limit the number of rental properties that any owner may have as too many properties are being neglected.

7. Mayor Lutz/Chief Brommer

8. Workshop Items:

- a. Adriana Atencio of The Common Wheel excitedly told of the May 2024 opening of the new location in Columbia. She shared ways that The Common Wheel looks to help others to help themselves to gain independence, knowledge, skills, and responsibility. Adding a bike share in Columbia was discussed, as well as a bike auction. The Common Wheel is accepting bike donations.
- b. Kelly Murphy led the discussion on parking and developing public surface parking lots. He stated that a garage may not be an ideal location for everyone, so he suggested adding parking lots throughout the Borough, possibly buying property using the fee in lieu of parking funds. He also discussed the need for the Borough to move forward with getting the wayfinding signage installed directing people toward the off-street public parking.

9. Borough Council Comments

- a. Council Members

Councilperson Murphy stated that there are 19 ordinances that need in depth review; squatters are a real problem, landlords should register their property as vacant in attempt to control the issue.

Councilperson Kauffman stated that the last trivia night at the Market House is scheduled for April 4, 2024, and that the lectures have concluded. Thank you to Chris Vera for doing this and bringing the community together.

Councilperson Burgard said he received a message from TextMyGov the last 2 days in a row. Thank you, it is good to know that it is being utilized.

Mayor Lutz stated that he is concerned about the elderly and the young children regarding the Solar Eclipse coming on April 8, 2024. He stresses to please get the word out to use caution.

- 10. Announcement of Next Meeting, at 7:00 p.m. on Tuesday, May 7, 2024, Council will hold a regularly scheduled meeting.
- 11. Motion to adjourn at 8:16 p.m.

Motion by:	Second by:	Voice Vote:
E. Kauffman	J. Price	All Favored – Motion Carried

MOTIONED AND APPROVED this 11th day of June 2024 by the Borough Council of the Borough of Columbia, Lancaster County, Pennsylvania, in lawful session duly assembled.

BOROUGH OF COLUMBIA, LANCASTER COUNTY, PENNSYLVANIA

By:

Heather Zink, Council President

ATTEST:

Mark E. Stivers, Secretary/Treasurer

COLUMBIA BOROUGH COUNCIL – WORKSHOP

Paul W. Myers Council Chamber

May 7, 2024 - 7:00 PM

MINUTES

1. Council President Zink called the meeting to order at 7:00 p.m.

Councilpersons present: Zink, Kauffman, Fisher, Stahl, Burgard. Mayor Leo Lutz was also in attendance.

Councilpersons absent: Price, Murphy

Staff Present: Borough Manager Stivers, Facility Manager Affeld and Code Compliance Manager Diffenderfer

2. A moment of silence was observed.
3. Council President Zink led The Pledge to the Flag.
4. Announcement of Executive Session(s) - Executive Session on April 25 to discuss personnel issues.
5. Additions, deletions, and reorganization of agenda
a. Motion to approve the agenda.

Motion by:	Second by:	Voice Vote:
Kauffman	Stahl	All Favored – Motion Carried

6. Citizen Comments

- a. Sharon Lintner commented this evening that the agenda was not posted 24 hours in advance and questioned why this is not being done. Borough Manager Stivers admitted that he had made a mistake and posted the agenda in a different location than it should have been. Sharon accepted the explanation and moved on to comment on the homelessness in Columbia.
b. County Commissioner, Alice Yoder, was in this evening to introduce and give a brief background on herself. She explained her perspective on wanting to help, not punish, those with mental health issues. She commented on homelessness and is willing to support our community if needed. Councilperson Burgard commented “great job on the lead safe program”.
c. Frank Doutrich came in this evening with “lots” on his mind according to the sign in sheet. Frank started off by saying the streaming has been hard to hear, especially when the microphones are not used in close enough proximity. Frank referred to Cuff’s run and the fact that he feels like it is going to go through. He then had a few questions about the free money, the water fountain and public restroom access.

7. Mayor Lutz/Chief Brommer

8. Action Items:

- a. Motion to ratify the decision to terminate an employee within their probation period.

Motion by:	Second by:	Voice Vote:
Kauffman	Stahl	All Favored – Motion Carried

- b. Authorize staff to extend an offer of employment to Tiffany Frank for the position of Administrative Assistant.

Motion by:	Second by:	Voice Vote:
Kauffman	Stahl	All Favored – Motion Carried

9. Workshop Items:

- a. Discussion on 3 “E” Task Force. This discussion was led by Councilperson Fisher.

- b. Discussion on Re-Establishing a QRS system in Columbia. Councilperson Burgard led this discussion first asking what it would look like and is it feasible? Mayor Lutz stated that a QRS system is not needed as there is no lack of response as the police department tends to show up first within minutes of a call coming in to dispatch. Councilperson Stahl then stated that it comes down to manpower and money. Sharon Lintner shared that she does not feel like Columbia needs a QRS.

10. Borough Council Comments

- a. Council Members:

Councilperson Burgard said thank you to Jack Kopp for the ride along.

Council President Zink is disappointed about the 2 break ins at the Ridge Avenue property, stating there were tens of thousands of dollars of damage done the first time. She then complimented our codes department on the good job they have been doing even as social media has been beating them up in reference to the fire pit permit. She feels this should be added to the next newsletter.

Lastly, Council President Zink is happy with the most recent audit, stating there were zero deficiencies. The auditor will be here next week, May 14, 2024.

- 11. Announcement of Next Meeting, at 7:00 p.m. on Tuesday, May 14, 2024, Council will hold a regularly scheduled meeting.

- 12. Motion to adjourn at 8:38 p.m.

Motion by:	Second by:	Voice Vote:
Kauffman	Stahl	All Favored – Motion Carried

MOTIONED AND APPROVED this 11th day of June 2024 by the Borough Council of the Borough of Columbia, Lancaster County, Pennsylvania, in lawful session duly assembled.

BOROUGH OF COLUMBIA, LANCASTER COUNTY, PENNSYLVANIA

By:

Heather Zink, Council President

ATTEST:

Mark E. Stivers, Secretary/Treasurer

COLUMBIA BOROUGH COUNCIL – WORKSHOP

Paul W. Myers Council Chamber

June 4, 2024 - 7:00 PM

MINUTES

1. Council President Zink called the meeting to order at 7:00 p.m.

Councilpersons present: Zink, Kauffman, Fisher, Stahl, Burgard, Price, Murphy.

Mayor Lutz was also present.

Councilpersons absent: None

Staff Present: Borough Manager Stivers, Chief Brommer, Facility Manager Affeld

- 2. A moment of silence was observed.
- 3. Councilperson Burgard led The Pledge to the Flag.
- 4. Announcement of Executive Session(s) - None
- 5. Additions, deletions, and reorganization of agenda - None
 - a. Motion to approve the agenda.

Motion by:	Second by:	Voice Vote:
Kauffman	Stahl	All Favored – Motion Carried

6. Citizen Comments

Mary Wickenheiser inquired on Heritage Dr and the restricted parking when there are gatherings. She also inquired on the ordinance for 740 S 12th St. Manager Stivers and Jessica Fieldhouse responded. She inquired on resolutions for her and Nathan Roach’s terms for Planning Commission. Council President Zink responded.

7. Mayor Lutz/Chief Brommer

Mayor Lutz stated that posting signs on Borough property is illegal. Citizens may post yard signs (yard sale and voting signs) if they have permission to do so by the property owner. Removing illegally posted materials from street signs and light poles is problematic and can cause damage.

Mayor Lutz spoke of the tragedy that occurred in the Borough on Sunday, June 2, 2024. The Mayor and Chief Brommer are working together to organize an event with the intention of educating citizens on firearm safety and will advise the Council once details are available. Chief Brommer stated that the June 2, 2024 incident was preventable and that free gun locks are available at the police station. Also noted was that the child victim made it through surgery and is in stable condition.

8. Workshop Items:

- a. Borough Manager Stivers spoke about the relief process required by PLCB (Pennsylvania Liquor Control Board) to substitute the Borough of Columbia noise ordinance to allow for live music and events at alcohol-serving establishments. The Borough must specify exemption area(s) by submitting a map with borders to the PLCB and must renew the exemption every three years.

Attorney Aaron Zeamer spoke from a liquor licensee standpoint. Licensed establishments are subject to the PLCB code and can be cited by LCE (Liquor Code Enforcement) for amplified noise greater than 75 decibels at the property line. The Borough's noise ordinance allows for 67 decibels.

Union Station Grill proprietor, Dan Scarberry, was also present and is in favor of the Borough's more restrictive ordinance versus the PLCB code since enforcement by LCE can lead to citations and possible revocation of a liquor license.

Chief Brommer said technology and training would be needed for Borough Police to enforce an ordinance per decibel readings and that a different measure is needed for enforcement. Manager Stivers stated that there is nothing prohibiting enforcement of the current Borough nuisance ordinance. He will reach out to Marietta and Lancaster City to find out how their ordinances work.

- b. Manager Stivers discussed the ordinance to amend Chapter 220 Zoning, the Table of Uses and the Table of Dimensional Requirements for the Light Business District (LBD).

Changes to Table of Uses:

- The only change allows for a parking lot as Principal Use in the LBD due to the possibility of a parking lot on a separate lot.

Changes to Table of Dimensional Requirements included:

- Minimum Lot Area was changed to 20,000 square feet to adjust language for a Dimensional Table.
- Minimum Lot Width was decreased from 80 feet to 50 feet to allow for more flexibility in lots that are subdivided.
- Minimum Front Yard Setback decreased from 30 feet to zero feet to allow, for example, a store entrance to be moved up to/away from the sidewalk.
- The Minimum Rear Yard Setback did not change, but a footnote indicates an additional setback if a building adjacent to a lot line from a Principal Residential Use as previously discussed with affected residents.
- Minimum Side Yard Setback decreased from 25 feet to zero feet to allow for flexibility in design and to put buildings on the sidewalk line as desired.
- Maximum Coverage increased from 40% to 85% to maximize potential development.

- c. Jessica Fieldhouse, CS Davidson reviewed the ordinance to amend Chapter 220 Zoning to adjust the official zoning map to change the Conservation Zone boundary to include additional lands located on Borough-owned property between Plane St. and South Thirteenth St.

Additional green areas north of the initial boundary line include areas set aside for recreational and/or cultural significance. The goal is to modify boundary lines, so they align with the most current development pattern for McGinnis.

The proposed amendment aligns with the current borough subdivision to be rezoned from LBD to Medium Density Residential (MDR). Ms. Fieldhouse will provide the proposed amendment and other materials to be submitted to Lancaster County Planning during the June 11, 2024 regular Borough Council meeting. The council agreed to continue the discussion at the June 11, 2024 meeting.

- d. Councilperson Burgard discussed residents’ safety concerns about walking on the 1100 block of Ridge Avenue. Manager Stivers agreed that a solution is needed to ensure safety for walkers.

Mayor Lutz suggested the idea of painting a white pedestrian line on the sides of the street, however Councilperson Stahl said street parking is allowed on the 1100 block of Ridge Avenue.

Council President Zink noted that property owners are liable for installing sidewalks, but only if the adjacent properties have sidewalks. Zink suggested getting some estimates for a solution and bringing the issue to a future Borough Council meeting for discussion.

9. Borough Council Comments

- a. Councilperson Murphy spoke about the public health issue in the downtown area of people urinating and defecating on public property. He would like to see the issue as a future agenda item.
- b. Council President Zink congratulated Manager Stivers on earning his Certified Borough Official designation at an awards luncheon on June 4, 2024, along with four other Lancaster County officials.

10. Motion to adjourn at 8:36 p.m.

Motion by:	Second by:	Voice Vote:
Kauffman	Stahl	All Favored – Motion Carried

MOTIONED AND APPROVED this 11th day of June 2024 by the Borough Council of the Borough of Columbia, Lancaster County, Pennsylvania, in lawful session duly assembled.

BOROUGH OF COLUMBIA, LANCASTER COUNTY, PENNSYLVANIA

By:

Heather Zink, Council President

ATTEST:

Mark E. Stivers, Secretary/Treasurer



Columbia Market House

May 2024 Report

Future Booked Private Event(s):

May 2024 Booked Private Event(s):

Jose Ortiz "Sweet 16 th Birthday	Saturday, May 4, 2024
Harry Jones "Birthday Party	Sunday, May 5, 2024
Hershey Wedding Reception	Sunday, May 19, 2024
Senator Ryan Aument Coffee & Conversation	Monday, May 20, 2024
Emily Gerard Wedding & Reception	Sunday, May 26, 2024
Darrah Rehearsal Dinner	Thursday, May 30, 2024

Future Booking(s): 24

Event(s) at the Market

Rivertown Retro Fest	Saturday, May 11, 2024
----------------------	------------------------

Vendors:

- Lease Release: Loreto's Sauces (due to illness of stand holder) Stand #1
- Lease signing: Contessa Creations Stand#1
- Lease release: Master One Guacamole- moved to Houston, Texas Stand#18
- Lease signing: Tracy's Hoagies (lease signing end of June) Stand#18
- Plants and Produce: Funk's Greenhouse
- Future produce farm: Barley's Produce (July 2024)

Dungeon Restoration Funds Raised: \$3,550.00



Columbia Market House Survey

(67) Surveys Completed

Please rate our product line in the Columbia Market?

1 1 5 22 38

Disappointing 1 2 3 4 5 Exceptional

Please rate the quality of our vendors

0 2 2 17 46

Disappointing 1 2 3 4 5 Exceptional

How is our customer service?

Courteous? Yes | No Yes 100%

Informative? Yes | No Yes 100%

Prompt and efficient? Yes | No Yes 100%

Please rate the quality of your food products

0 0 2 16 49

Disappointing 1 2 3 4 5 Exceptional

Please rate the pricing of our products

0 0 4 22 41

Disappointing 1 2 3 4 5 Exceptional

Is our Market House clean?

0 0 0 8 59

Disappointing 1 2 3 4 5 Exceptional

Please rate your overall Market House experience.

0 0 2 13 52

Disappointing 1 2 3 4 5 Exceptional

How frequently do you visit our Market House?

3-5 times per month 36

1-2 times per month 31

What other stand(s) would you like at the Market House? Baked goods and produce (26 comments)

Active Legislation Priority List

Priority	Originated	Category	Code Section	Purpose	Due Date	Lead	Status
HIGH	Borough	Code Amendments	Chapter 112	Roles of the Code Official (See also Amendment to Chapter 166)	12/31/2024	Paula	In process
HIGH	Borough	Code Amendments	Chapter 166	Rental Properties (See also Amendment to Chapter:112)	12/31/2024	Paula	In process
HIGH	Borough	Code Amendments	Chapter 186	Streets/Curbs/Sidewalks	Jul-24	Derek/Jake/Mark	June 11 BC to advertise
HIGH	Borough	Code Amendments	Chapter 220	Short Term Rentals	Fall 2024	Staff	PC Reviewing now
HIGH	Borough	Code Amendments	Chapter 220	Text amendments related to the MIP Project including use table and dimensional changes	Jul-24	Staff/Jessica F	June 11 BC to advertise
MEDIUM	Borough	Code Amendments	Various	Special Events Ordinance	Fall-2024	Pam A/Chief/Mark	In process
HIGH	Borough	Code Amendments	Chapter 90	Park and Open Space Rules	Jul-24	Evan/Mark	June 11 BC to advertise
HIGH	Borough	Code Amendments	Nuisances	Consolidate into one ordinance	Spring 2024	Evan/Mark/Paula	In process
HIGH	Borough	Code Amendments	Chapter 24	Fire Department/Fire Chief	Spring 2024	Mark	Not started
MEDIUM	Borough	Code Amendments	Chapter 198	Food Truck ordinance	Winter 2024	Mark	Not started
MEDIUM	Borough	Code Amendments	Chapter 207.7-19	Update Parking	Winter 2024	Evan/Jake/Mark/Chief/Derek	Not started
MEDIUM	Borough	Code Amendments	Chapter 220	Text amendment related to the 2019 Rezoning	Fall 2024	Staff	In process with PC
MEDIUM	Borough	Code Amendments	Various	Update Code to remove references to Committees	2025	Mark/Evan	Not started
LOW	Borough	Code Amendments	Chapter 66	Market House Amendments	Winter 2024	Chris V/Mark	Not started
LOW	Borough	Code Amendments	Chapter 220	Rezoning of N Second Street properties	Fall 2024	Staff	In process with PC
LOW	Borough	Code Amendments	Chapter 220	Downtown Business district text amendment	Fall 2024	Staff	In process with PC
LOW	Borough	Code Amendments	Chapter 130	HARB Amendments	2025	Unassigned	Not Started
HIGH	Borough	Rezoning		Rezoning of 740 S 12th Street	9-Jul-24	Jessica	June 11 BC to advertise
MEDIUM	Borough	Code Amendments	Section 493(34) of the Liquor Code, 47 P.S. § 4-493(34)	PLCB	On HOLD	Evan	Reviewed at June 4 Workshop
MEDIUM	Borough	Code Amendments	Chapter 202	Amend the number of members on the Shade Tree Commission	on hold	Mark/Evan	Not moving forward at this time
HIGH	Borough	Code Amendments	130 Historic District	Solar panels	Summer 2024		
HIGH	Borough	ROW Ordinance		Set ROW for Walnut Street	Jul-24		June 11 BC to advertise
HIGH	Borough	Rezoning	McGinness Property	Amend Conservation Zone	Jul-24		June 11 BC to advertise



To: Peter Stahl, Public Works/Property Chairperson, Columbia Borough Council
From: Jake Graham, Columbia Borough Public Works Department
RE: **Public Works Department Report for May 2024**

- **2024 Proposed Paving Projects by Borough Crews**

Borough Crews continue working on patch repairs throughout the Borough. Preparation for paving Avenue C will begin the week of June 10

1100 block Locust Street	1200 block Chestnut Street	600 block Poplar Street
S Third Street (Locust to Cherry)	S Second Street (Cherry to Union)	Avenue C (Cedar to 2 nd)

- **200 Block Union Street CDBG Improvements**

Construction Masters has completed the installation of new curb, sidewalks on the north side and are currently working on the south side sidewalks. The concrete work is expected to be completed the week of June 10th

- **Storm Drains and Inlets**

Crews continue cleaning and making repairs to inlet basins with the vacuum unit and also cleaning inlet grates pre and post rain events

- **Veterans Memorial Plaza**

Crews have been weeding and mulching the plaza areas along with the help of the Park Rangers

- **Maintenance of Parks**

Crews installed the floating docks at River Park on May 21st

- **Borough Yard Waste Recycling Facility**

Contracted Municipalities dropped off **568.04 Tons** of yard waste in May. **420 cu yds** of Compost was purchased by Contractors in May

- **Curb Side Yard Waste Pick Up**

Borough Crews started collection on Monday April 1st and will continue every Monday through November 12th which will be the last day of pickup for the season. **31.12 Tons** of yard waste was picked up in May. Starting in April, the recycling facility will be open the second and fourth Saturday of the month through October 26



BOROUGH OF COLUMBIA, LANCASTER COUNTY, PENNSYLVANIA

RESOLUTION NO. 2024 - 21

A RESOLUTION OF BOROUGH COUNCIL OF THE BOROUGH OF COLUMBIA CLARIFYING THE TERM FOR MARY WICKENHEISER TO THE BOROUGH PLANNING COMMISSION.

WHEREAS, Columbia Borough has established a Planning Commission in accordance with Act 247 of 1968, Section 201 as amended; and

WHEREAS, Borough Council has the authority to appoint members to this Commission; and

WHEREAS, in accordance with Chapter 52 of the Code of Ordinances of the Borough of Columbia, the Commission shall consist of seven members and shall serve for a 4-year term; and

WHEREAS, Resolution 2023-40 extended her term for 5 years instead of 4 years in accordance with Chapter 52.

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Columbia hereby appoints Mary Wickenheiser to the Planning Commission of the Borough of Columbia for a four-year term beginning on January 1, 2024 and concluding on December 31, 2027.

RESOLVED AND ADOPTED this 11th day of June 2024 by the Columbia Borough Council.

ATTEST:

Columbia Borough Council

Mark E. Stivers
Borough Manager and Secretary/Treasurer

Heather Zink
Borough Council President

BOROUGH OF COLUMBIA, LANCASTER COUNTY, PENNSYLVANIA

RESOLUTION NO. 2024 - 22

A RESOLUTION OF BOROUGH COUNCIL OF THE BOROUGH OF COLUMBIA APPOINTING NATHAN ROACH TO THE BOROUGH PLANNING COMMISSION.

WHEREAS, Columbia Borough has established a Planning Commission in accordance with Act 247 of 1968, Section 201 as amended; and

WHEREAS, Borough Council has the authority to appoint members to this Commission; and

WHEREAS, in accordance with Chapter 52 of the Code of Ordinances of the Borough of Columbia, the Commission shall consist of seven members and shall serve for a 4-year term; and

WHEREAS, Resolution 2023-41 extended his term for 5 years instead of 4 years in accordance with Chapter 52.

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Columbia hereby appoints Nathan Roach to the Planning Commission of the Borough of Columbia for a four-year term beginning on January 1, 2024 and concluding on December 31, 2027.

RESOLVED AND ADOPTED this 11th day of June 2024 by the Columbia Borough Council.

ATTEST:

Columbia Borough Council

Mark E. Stivers
Borough Manager and Secretary/Treasurer

Heather Zink
Borough Council President

BOROUGH OF COLUMBIA, LANCASTER COUNTY, PENNSYLVANIA

RESOLUTION NO. 2024 - 23

A RESOLUTION OF BOROUGH COUNCIL OF THE BOROUGH OF COLUMBIA, LANCASTER, PENNSYLVANIA AUTHORIZING THE SALE BY AUCTION OF A USED BOROUGH VEHICLE.

WHEREAS, Columbia Borough has a surplus of used vehicles that have recently been replaced through the lease program with Enterprise Fleet Management; and

WHEREAS, Borough Council has estimated the items set forth herein to be valued at \$2,000.00 or above; and

WHEREAS, Borough Council desires for the items of property set forth herein be sold at auction.

NOW, THEREFORE, BE IT RESOLVED that the following vehicle is estimated to be valued at \$2,000.00 or greater:

2018 Chevrolet Colorado

VIN: 1GCHTBEA5J1316335

RESOLVED AND ADOPTED this 11th day of June 2024 by the Columbia Borough Council.

ATTEST:

Columbia Borough Council

Mark E. Stivers
Borough Manager and Secretary/Treasurer

Heather Zink
Borough Council President

**COLUMBIA BOROUGH
LANCASTER COUNTY, PENNSYLVANIA**

ORDINANCE NO. XXX

AN ORDINANCE OF THE BOROUGH COUNCIL OF THE BOROUGH OF COLUMBIA, LANCASTER COUNTY, PENNSYLVANIA, AMENDING THE ZONING CODE OF ORDINANCES, CHAPTER 220, ARTICLE III, SECTION 220-20, TO UPDATE THE PURPOSE OF THE LIGHT BUSINESS DISTRICT TO AMEND SECTION 220-25 TABLE OF USES, AMEND NON RESIDENTIAL, SECTION 220-26, TABLE OF DIMENSIONAL REQUIREMENTS TO UPDATE THE REQUIREMENTS; AND PROVIDING THAT THE ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY PENNSYLVANIA LAW.

WHEREAS the Borough Council of the Borough of Columbia finds it periodically necessary to amend its Code of Ordinances in order to update regulations and procedures to implement municipal planning goals and objectives; and

WHEREAS Columbia Borough Council finds the adoption of this ordinance through its police powers will protect the public health, safety, and welfare of the residents of Columbia Borough; and

NOW, THEREFORE, BE IT HEREBY ENACTED AND ORDAINED by the Council of the Borough of Columbia, Lancaster County, Pennsylvania, and it is hereby enacted and ordained by authority of the same:

SECTION 1. Amend. Amending the Zoning Ordinance of Columbia Borough, as amended, (the Zoning Ordinance”) Chapter 220 Zoning to read as follows:

CHAPTER 220 ZONING

Sec. 220-20 Designation of districts and purposes

§ 220-20 Designation of districts and purposes.

D. Purposes of each district. The purposes of each zoning district are summarized below:

(11) LB Light Business District: To provide for a range of light commercial, institutional, and industrial uses, in a manner that is compatible with adjacent homes, enhances the quality of life of the public, and to also provides for continuation of the airport, if desired by the property owner. encourages the development of land within this district.

§ 220-20 Attachment 2: Table of Permitted Uses by District Primarily Nonresidential Districts.

Types of Uses (See definitions in Article II)	Zoning Districts							
	INSR	DC & NC	MDRB	LB	CR	HC	RC	LI & GI
Miscellaneous Uses								
Parking lot as the principal use of a lot	N	P	N	N P	N	P	SE	P

§ 220-20 Attachment 3: Table of Dimensional Requirements.

Zoning District: Type of Use	Minimum Lot Area ⁶ (square feet)	Minimum Lot Width Measured at Minimum Building Setback Line ¹⁰ (feet)	Minimum Front Yard Setback (feet)	Minimum Rear Yard Setback ² (feet)	Minimum Side Yard Setback, ² Each (feet)	Maximum Coverage
LB District	5-acre minimum tract size, which may be subdivided into 20,000 square foot minimum lots	50.00	30.0	25 ³	25³ 0	40% maximum building coverage; 85% maximum impervious coverage

NOTE 3: Except 40 feet minimum setback for any new or expanded portion of an industrial building or truck loading dock from the lot line of a principal residential use.

SECTION 2. Severability. The provisions of this Ordinance shall be severable and, if any of the provisions of this Ordinance are hereby repealed insofar as some affect this Ordinance.

SECTION 3. Repealer. All Ordinances or parts of the Ordinance conflicting with any of the provisions of this Ordinance are hereby repealed insofar as some affect his Ordinance.

SECTION 4. Effective Date. Upon the effective date of this ordinance, the proper officials of the Borough of Columbia are ordained that the provisions of this Ordinance shall become and be made a part of the Borough of Columbia’s Code of Ordinances.

This Ordinance shall become effective immediately as provided by the laws of the Commonwealth of Pennsylvania.

DULY ORDAINED AND ENACTED this ____ day of ____ 2024, by the Borough Council of the Borough of Columbia, Lancaster County, Pennsylvania, in lawful session duly assembled.

BOROUGH OF COLUMBIA,
LANCASTER COUNTY, PENNSYLVANIA

By: _____

Heather Zink,
President of Borough Council

ATTEST:

Mark E. Stivers, AICP
Borough Manager/Secretary

Examined and approved this ____ day of _____, 2024.

Leo S. Lutz, Mayor

Existing Zoning

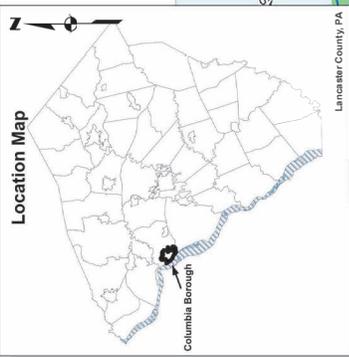
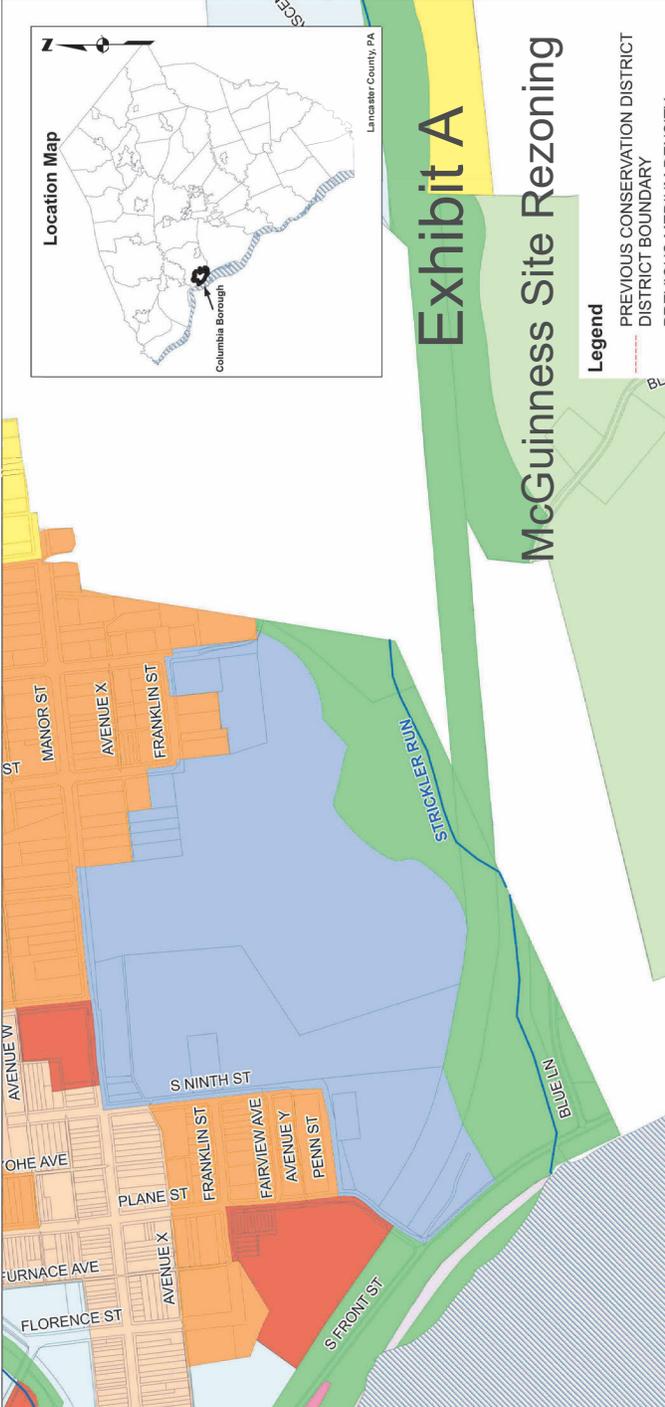
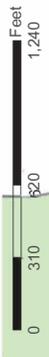


Exhibit A McGuinness Site Rezoning

Legend

- PREVIOUS CONSERVATION DISTRICT BOUNDARY
- PREVIOUS MEDIUM DENSITY RESIDENTIAL DISTRICT BOUNDARY
- COMMERCIAL RECREATION
- CONSERVATION
- DOWNTOWN COMMERCIAL
- GENERAL INDUSTRIAL
- HIGH DENSITY RESIDENTIAL
- HIGH DENSITY RESIDENTIAL-MULTI-FAMILY
- HIGHWAY COMMERCIAL
- INSTITUTIONAL-RESIDENTIAL
- LIGHT BUSINESS
- LIGHT INDUSTRIAL
- LOW DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL-LIGHT BUS
- NEIGHBORHOOD COMMERCIAL
- PARK AND OPEN SPACE
- RIVERFRONT COMMERCIAL
- RURAL RESIDENTIAL

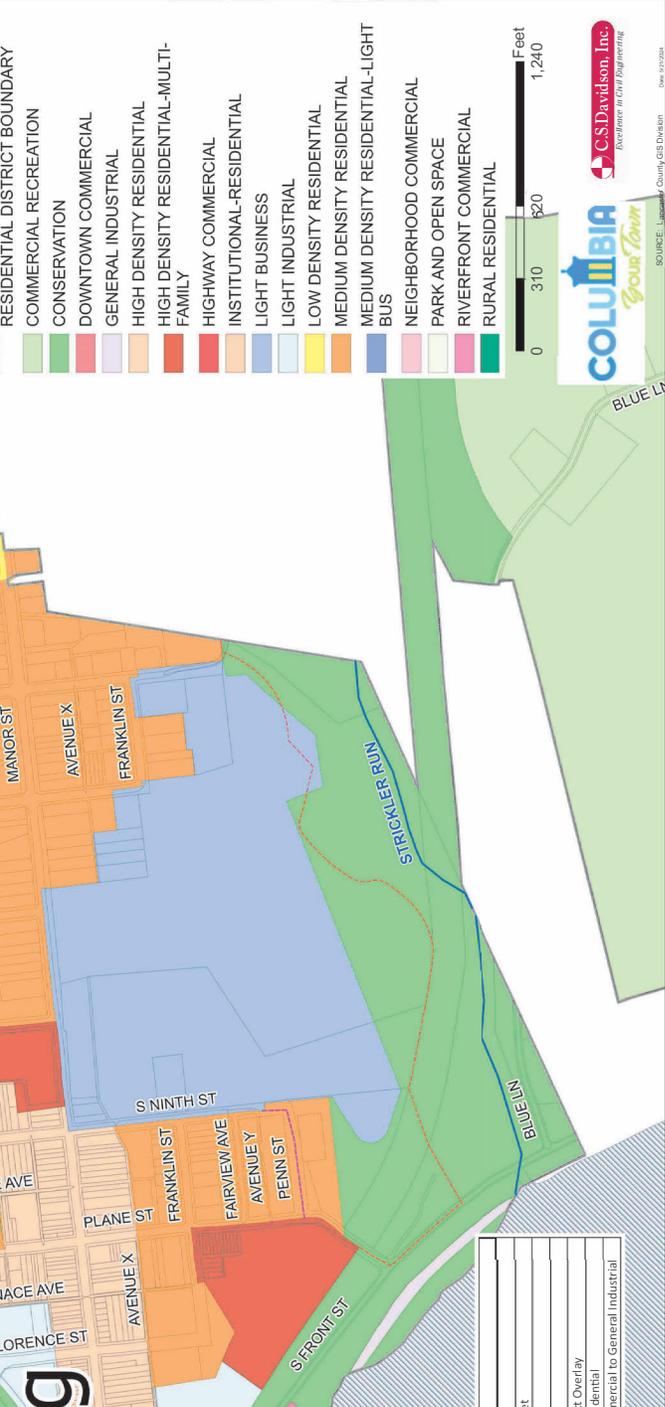


SOURCE: Lancaster County GIS Division Date: 11/13/2020

Proposed Zoning



Proposed Zoning



Legend

- PREVIOUS CONSERVATION DISTRICT BOUNDARY
- PREVIOUS MEDIUM DENSITY RESIDENTIAL DISTRICT BOUNDARY
- COMMERCIAL RECREATION
- CONSERVATION
- DOWNTOWN COMMERCIAL
- GENERAL INDUSTRIAL
- HIGH DENSITY RESIDENTIAL
- HIGH DENSITY RESIDENTIAL-MULTI-FAMILY
- HIGHWAY COMMERCIAL
- INSTITUTIONAL-RESIDENTIAL
- LIGHT BUSINESS
- LIGHT INDUSTRIAL
- LOW DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL-LIGHT BUS
- NEIGHBORHOOD COMMERCIAL
- PARK AND OPEN SPACE
- RIVERFRONT COMMERCIAL
- RURAL RESIDENTIAL



SOURCE: Lancaster County GIS Division Date: 11/13/2020

Date	Map Amendment	Description
8/23/1998	Ordinance No. 675	Creation of Columbia Borough Zoning Ordinance of 1999
9/12/2004	Ordinance No. 754	Rezoning Area along East Side of 3rd Street from Avenue I to Cherry Street
11/10/2014	Ordinance No. 852-2014	Creation of a Shawnee Run Riparian Corridor
6/13/2016	Ordinance No. 871-2016	Amend the Setbacks within Downtown Commercial District
12/16/2018	Ordinance No. 919-2018	Rezoning of multiple areas along with the removal of the Airport District Overlay
2/9/2020	Ordinance No. 925-2020	Rezone 75 South 12th Street from Rural Residential to Institutional Residential
1/11/2022	Ordinance No. 928-2021	Rezone of +- 8.74 acres at 430 South Front Street from Riverfront Commercial to General Industrial

**COLUMBIA BOROUGH
LANCASTER COUNTY, PENNSYLVANIA**

ORDINANCE NO. XXX of 2024

AN ORDINANCE OF THE BOROUGH COUNCIL OF THE BOROUGH OF COLUMBIA, LANCASTER COUNTY, PENNSYLVANIA TO AMEND THE ZONING MAP OF THE BOROUGH OF COLUMBIA TO REZONE APPROXIMATELY ±1.65 ACRES OF LAND LOCATED AT 1015 PLANE STREET FROM LIGHT BUSINESS TO CONSERVATION, TO REZONE APPROXIMATELY ±0.81 ACRES OF LAND LOCATED AT 1015 PLANE SREET FROM LIGHT BUSINESS TO MEDIUM DENSITY RESIDENTIAL, TO REZONE APPROXIMATELY ±2.00 ACRES OF LAND LOCATED AT 1045 PLANE STREET FROM LIGHT BUSINESS TO CONSERVATION, TO REZONE APPROXIMATELY ±1.00 ACRES OF LAND LOCATED AT 750 SOUTH NINTH STREET FROM LIGHT BUSINESS TO CONSERVATION, TO REZONE APPROXIMATELY ±5.00 ACRES OF LAND LOCATED AT 1020 MANOR STREET FROM LIGHT BUSINESS TO CONSERVATION, TO REZONE APPROXIMATELY ±1.46 ACRES OF LAND LOCATED AT 1001 PLANE STREET FROM LIGHT BUSINESS TO MEDIUM DENSITY RESIDENTIAL, PROVIDING FOR THE REPEAL OF INCONSISTENT ORDINANCES, PROVIDING THAT FOR THE SEVERABILITY OF THE ORDINANCE, AND PROVIDING THAT THE ORDINANCE SHALL TAKE EFFECT IN ACCORDANCE WITH PENNSYLVANIA LAW.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED AND ENACTED by the Borough Council of the Borough of Columbia, Lancaster County, Pennsylvania, as follows:

SECTION 1. The Zoning Map, as referenced in the Code of the Borough of Columbia, Chapter 220 – Zoning, Article III District Regulations, Section 220-22 Zoning Map is hereby amended to expand the Conservation (C) District by rezoning from Light Business (LB) to Conservation (C) in the following areas:

“Rezone approximately ± 1.65 acres of land located at 1015 Plane Street with Tax Account Number 110-02300-0-0000 further described in Exhibit A, from Light Business (LB) to the Conservation (C) District;

Rezone approximately ±2.00 acres of land located at 1045 Plane Street with Tax Account Number 110-45393-0-0000 further described in Exhibit A, from Light Business (LB) to the Conservation (C) District;

Rezone approximately ±1.54 acres of land located at 501 South Front Street with Tax Account Number 110-75614-0-0000 further described in Exhibit A, from Light Business (LB) to the Conservation (C) District;

Rezone approximately ±1.00 acre of land located at 750 South Ninth Street with Tax Account Number 110-43923-0-0000 further described in Exhibit A, from Light Business

(LB) to the Conservation (C) District; and,

Rezone approximately ±37.00 acres of land located at 1020 Manor Street with Tax Account Number 110-18629-0-0000 further described in Exhibit A, from Light Business (LB) to the Conservation (C) District.”

SECTION 2. The Zoning Map, as referenced in the Code of the Borough of Columbia, Chapter 220 – Zoning, Article III District Regulations, Section 220-22 Zoning Map is hereby amended to expand the Medium Density Residential (MDR) Zoning District by rezoning from Light Business (LB) to Medium Density Residential (MDR) in the following areas:

“Rezone approximately ± 1.46 acres of land located at 1001 Plane Street with Tax Account Number 110-82873-0-0000 further described in Exhibit A, from Light Business (LB) to the Medium Density Residential (MDR) District; and

Rezone approximately ±0.81 acres of land located at 1015 Plane Street with Tax Account Number 110-02300-0-0000 further described in Exhibit A, from Light Business (LB) to the Medium Density Residential (MDR) District.”

SECTION 3. The proper officers of the Borough of Columbia are authorized to update the Zoning map in accordance with the changes referenced in this ordinance in accordance with Section 220-22 (B) of the Code of Ordinances of Columbia Borough.

SECTION 4. All ordinances or resolutions or parts of ordinances or resolutions insofar as they are inconsistent herewith are hereby repealed and rescinded.

SECTION 5. In the event any provision, section, sentence, clause, or part of this Ordinance shall be held to be invalid, such invalidity shall not affect or impair any of the remaining provisions, sections, sentences, clauses, or parts of this Ordinance; it being the intent of the Borough of Columbia that the remainder of the Ordinance shall be and shall remain in full force and effect.

SECTION 5. This Ordinance shall take effect in accordance with Pennsylvania law.

DULY ORDAINED AND ENACTED this ____ of _____, 2024, by the Borough Council of the Borough of Columbia, Lancaster County, Pennsylvania, in lawful session duly assembled.

BOROUGH OF COLUMBIA, LANCASTER COUNTY,
PENNSYLVANIA

By: _____
Heather Zink,
President of Borough Council

ATTEST:

Mark E. Stivers, Manager/Secretary

Examined and approved this ____ day of _____, 2024.

Leo S. Lutz, Mayor

**COLUMBIA BOROUGH
LANCASTER COUNTY, PENNSYLVANIA**

ORDINANCE NO. XXX

AN ORDINANCE OF THE BOROUGH COUNCIL OF THE BOROUGH OF COLUMBIA, AMENDING CHAPTER 186 OF THE CODE OF THE BOROUGH OF COLUMBIA – STREETS AND SIDEWALKS, ARTICLE IV – GENERAL PROVISIONS FOR STREETS, SIDEWALKS AND BUILDINGS, SECTION 186-35 – CONSTRUCTION, MAINTENANCE AND REPLACEMENT OF SIDEWALKS AND CURBS; CONFORMITY; ENFORCEMENT; AND SECTION 186-38 – DRAINS AND GUTTERS; PROVIDING FOR THE REPEAL OF INCONSISTENT ORDINANCES; PROVIDING FOR THE SEVERABILITY OF THE ORDINANCE; AND PROVIDING THAT THE ORDINANCE SHALL TAKE EFFECT IN ACCORDANCE WITH PENNSYLVANIA LAW.

WHEREAS, the Borough Council of the Borough of Columbia finds it periodically necessary to amend its Code of Ordinances in order to update regulations and procedures to implement municipal goals and objectives; and

WHEREAS, At the April 5, 2022 Council Workshop and subsequent meetings, Council discussed the need to establish a policy on the ownership and maintenance of curbs and sidewalks within the Borough and a policy for replacement during road projects; and

WHEREAS, based on the above meetings, Council directed staff, the Borough Engineer, and Borough Attorney to prepare an ordinance to amend Chapter 186 to implement the new policy.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED, by the Borough Council of the Borough of Columbia, Lancaster County, Pennsylvania, as follows:

SECTION 1. The Code of Ordinances of the Borough of Columbia, Lancaster County, Pennsylvania does hereby amend Chapter 186 “Streets and Sidewalks”, of the Borough of Columbia Code of Ordinances as follows:

§ 186-35 Construction, maintenance and replacement of sidewalks and curbs; conformity; enforcement.

- A.** Construction of new sidewalks and curbs along existing Borough streets or state highways. The owner or owners of all land or property abutting a street located in the Borough of Columbia shall, upon written notice from the Borough of Columbia, construct a new sidewalk and/or curb within the time period specified in such written notice. ~~The~~

~~owner or owners of all land or property abutting a street located in the Borough of Columbia shall, upon written notice from the Borough of Columbia, construct a new sidewalk and/or curb within 60 calendar days from receipt of such notice.~~ If said owner or owners shall after the time period of said notice ~~60 days from receipt of such notice~~ fail or refuse to construct such sidewalk and/or curb, of the Borough of Columbia may cause such sidewalk or curb to be constructed at the owner or owners' expense, which expense shall equal the reasonable and actual costs of labor and materials, together with a ten-percent surcharge fee, which costs and expenses, if not paid, shall be deemed to be municipal claims, lienable in accordance with applicable Pennsylvania law.

B. Maintenance of existing sidewalks and curbs. All sidewalks and curbs shall conform to the established line and grade and shall be kept and maintained in good and safe order and repair by the owner or owners.

(1) In the construction, reconstruction, and repair of sidewalks, the following specifications and requirements shall apply:

- a. Sidewalks shall be constructed in accordance with the requirements of the Borough Standard Construction and Material Specifications, as amended, and if deemed necessary by the Borough Engineer, supplemented by Penn DOT Publications 408 and 72M.
- b. Modification to the sidewalk requirements and specifications may be approved by the Borough Engineer.
- c. Sidewalks located within the public right-of-way are defined as "deteriorated" and subject to a repair notice from the Borough requiring replacement of the damaged section if the sidewalk contains any of the following:
 - i. A horizontal gap between individual sidewalk sections of one inch or more.
 - ii. Adjoining sections or portions thereof whose edges differ vertically by more than 1/4 inch.
 - iii. Ramping, where there is a rise or depression of more than one inch within eight inches in conjunction with a vertical separation.
 - iv. A hole or opening in the concrete of 3/4 inch or more.
 - v. Cracks of more than 1/8 inch in width.
 - vi. Spalling of concrete with a minimum depth of more than 1/4 inch or where 25% of the surface area of an individual sidewalk section has any spalling, cracking, or irregular surfaces.
 - vii. Depressions, reverse cross slopes (sloping away from the street), or with an adjoining wall or other indentations that collect mud or water.

- viii. Sidewalks that have been repaired with bituminous material patching.
- ix. Any other condition determined by the Borough that creates a hazardous condition for pedestrian traffic.

(2) In the construction, reconstruction, and repair of curbing, the following specifications and requirements shall apply:

- a. Curbs shall be constructed in accordance with the requirements of the Borough Standard Construction and Material Specifications, as amended, [and if deemed necessary by the Borough Engineer, supplemented by Penn DOT Publications 408 and 72M.](#)
- b. Curb radius shall be as shown on the plans and profiles.
- c. Modifications to the curb requirements and specifications may be approved by the Borough Engineer.
- d. Curbs located within the public right-of-way are defined as "deteriorated" and subject to a repair notice from the Borough requiring replacement or repair of the damaged section, if the curb contains any of the following:
 - i. Less than four inches of exposed vertical facing on the public street.
 - ii. Exposed aggregate.
 - iii. Material (asphalt, concrete, mortar, etc.) added to the gutter so as to impede normal drainage flow.
 - iv. A horizontal gap between individual curb sections of one inch or more.
 - v. Adjoining sections or portions thereof whose edges differ vertically by more than 1/2 inch.
 - vi. Horizontal cracks causing spalling or the breaking away of the curb section.
 - vii. Vertical face of curb that has an offset angle to the public street of less than 85° or greater than 110°.

The Borough will provide written notice to each owner or owners to repair or replace those sections of sidewalk and curb which are in violation of the Borough's maintenance criteria. The owner or owners shall make repairs within 60 calendar days from the date of such notice. If said owner or owners shall after 60 days from receipt of such notice fail or refuse to make such repairs to the sidewalks and/or curbs, the Borough Council may cause such sidewalks or curbs to be repaired at the owner or owners' expense, which expense shall equal the reasonable and actual costs of labor and materials, together with a ten percent [surechargefee](#), which costs and expenses, if not paid, shall be deemed to be municipal claims, lienable in accordance with applicable Pennsylvania law.

C. Configuration of Curbs and Sidewalks. The Borough Council of the Borough of Columbia may, from time to time, by resolution, identify locations within the Borough of Columbia

where sidewalk or curb will not be required. ~~Attached hereto and incorporated herein as Exhibit A^H is a map of the Borough streets identifying the required curb and sidewalk typical cross section for each street in the Borough, including locations where sidewalks or curbs and sidewalks are not currently required.~~

- D. Replacement of sidewalk and curb by individual property owner or owners. A property owner, upon his initiative and without notice from any Borough authority, may construct, reconstruct or repair a sidewalk and/or curb in front of his/her property, provided that such owner shall first obtain from the Borough a permit for the same, the application for which permit shall set forth the requirements for the proper installation or replacement. Such owner shall conform to the requirements of this article and the specifications as established and amended by the Borough of Columbia from time to time regarding the installation, repair and maintenance of curbs and sidewalks. If such work is not in conformance with the Borough specifications, said owner or owners shall perform such necessary repairs so as to make the work be in compliance with the Borough specifications within ~~the timeframe specified by the Borough~~ **60 calendar days** from the date the Borough notifies the owner or owners of the same. If said owner or owners shall, after ~~the stated timeframe~~ **60 days from receipt** of such notice, fail or refuse to make such repairs to the work, the Borough may cause such work to be performed at the owner or owners' expense, which expense shall equal the reasonable and actual costs of labor and materials, together with a ten-percent ~~surcharge fee~~, which costs and expenses, if not paid, shall be deemed to be municipal claims, lienable in accordance with applicable Pennsylvania law.
- E. Replacement of sidewalk and curb as part of the proposed street reconstruction and resurfacing project.
- (1) When the Borough or PennDOT shall propose to reconstruct or resurface any street, the Borough shall serve written notice of the same to all persons owning property abutting the street about to be improved and to all utility companies operating within the Borough of Columbia. ~~The owner or owners of all land or property abutting a street located in the Borough of Columbia shall, upon written notice from the Borough of Columbia, construct a new sidewalk and/or curb within the time period specified in such written notice. Within 60 calendar days (consider more time) from the delivery of such notice all notified persons shall complete or cause to be completed all necessary repairs and replacement of sidewalk as directed, and in accordance with the standard sidewalk cross-section identified in Exhibit A hereto.~~ All utility companies operating within the Borough shall also complete any utility or upgrade any existing utility within the Borough right-of-way. All repairs, replacements and new installations shall be in first-class condition so that the same cannot reasonably be expected to require repair or renewal within a period of 10 years thereafter.
- (2) Upon failure of any of the notified person or persons to comply with the notice from the Borough to make such repairs or replacements, the Borough shall be entitled to collect the cost of such renewals, repairs, caulking, removal, installation, construction, or other work from the aforesaid responsible person or persons, either by invoicing the person or persons, or, in the case of water or sewer house

connections, by filing municipal liens therefor against the abutting properties benefited by such connections.

(3) The Borough reserves the right to include the replacement of the sidewalk in the bid package for all street reconstruction projects in which the curb is replaced, rebuilt, or constructed by the Borough. Within 180 calendar days, the property owner will be notified of a cost and quantity estimate for the sidewalk to be replaced as part of the project. The property owner will be invoiced based on the bid price in the contract or consistent with any fee resolution in place during the time of the project. This approach will be utilized most commonly when a grass strip does not exist to separate the existing sidewalk from the proposed new curb.

F. All construction, maintenance and replacement of sidewalks and curbs shall be performed in accordance with the Borough of Columbia Technical Specification Standard Details attached hereto as Exhibit ~~BA[2]~~ and, if deemed necessary by the Borough Engineer, supplemented by Penn DOT Standard (Publication 203—Work Zone Traffic Control) Publications 408 and 72M, both as amended from time to time, and in accordance with all other local ordinances and applicable Pennsylvania law.

G. Borough financial incentive programs. From time to time the Borough Council of the Borough of Columbia may, by resolution, adopt financial incentive programs to assist property owners within the Borough of Columbia in financing the cost of curb and sidewalk installations and/or repairs; which policies and incentive programs may be on such terms as the Council may reasonably determine to be applicable and as may be amended by the Council from time to time.

§ 186-36 Sidewalk construction specifications.

All sidewalks hereinafter constructed shall be constructed in accordance with and in addition to the Borough of Columbia Technical Standard Details attached hereto as Exhibit B and Penn DOT Standard (Publication 203—Work Zone Traffic Control), both as may be amended from time to time.

§ 186-37 Paved sidewalks required; exceptions.

A. All sidewalks shall be paved from the house line to the curbline, except in such streets or squares thereof as are essentially residential streets in which the houses, or a majority of them, are set back from the house line a distance of 4 1/2 or more feet. In such streets or squares thereof the sidewalk may extend from the house line toward the curbline the following minimum widths:

- (1) Nine feet in streets 70 and 80 feet in width;
- (2) Eight feet in streets 66 feet in width;
- (3) Seven feet in streets 50 and 60 feet in width;
- (4) Four feet in streets 40 feet in width.

B. Provided, that the space between the end of the sidewalk and the curb be maintained as a lawn.

§ 186-38 Drains and gutters.

Private drains or gutters shall not discharge directly onto the surface of any sidewalk. The discharge shall be directed into a minimum three-inch PVC conduit under the sidewalk or a trench drain designed to be flush with the surface of the sidewalk. The actual construction shall be under the direction of the Borough Highway Supervisor.

SECTION 2. All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 3. If any section, subsection, clause or provision of this ordinance is held invalid the remainder shall not be affected by such invalidity.

SECTION 4. Upon the effective date of this ordinance, the proper officials of the Borough of Columbia are ordained that the provisions of this Ordinance shall become and be made a part of Borough of Columbia's Code of Ordinances of the Borough of Columbia, Lancaster County, Pennsylvania.

This Ordinance shall become effective as provided by the laws of the Commonwealth of Pennsylvania.

DULY ORDAINED AND ENACTED this ____ day of _____ 2024, by the Borough Council of the Borough of Columbia, Lancaster County, Pennsylvania, in lawful session duly assembled.

BOROUGH OF COLUMBIA,
LANCASTER COUNTY, PENNSYLVANIA

By: _____
Heather Zink, President of Borough Council

ATTEST:

Mark E. Stivers, AICP, Borough Manager/Secretary

Examined and approved this ____ day of _____, 2024.

Leo S. Lutz, Mayor

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: June 11, 2024

DEPARTMENT: Public Works

TITLE: Shawnee Run Maintenance Work

BACKGROUND AND JUSTIFICATION: The Borough, in collaboration with the Columbia Catholic Housing for the Elderly (CCHE), completed a stream restoration project along Shawnee Run between Mill St. and 4th St bridges. The project was completed in the Spring of 2021 and served to provide credits towards the Borough's MS4 required Chesapeake Bay Pollution Reduction Plan. Since the completion of the project, the Borough has been utilizing LandStudies to complete the monitoring and maintenance of the site as required by the US Army Corps/DEP joint permit.

Over time, two areas of the stream have experienced bank erosion due to deposited sediment from upstream areas exerting pressure on the newly stabilized banks. As required by our permit, these areas of erosion need to be addressed to maintain the pollution reduction credits associated with the project.

Quotes for the stabilization maintenance work were solicited from LandStudies, Inc. and from Aquatic Resource Restoration Company (ARRC), who was the original contractor for the project. LandStudies provided a quote of \$21,885.00 and proposed to remove areas of deposited sediment and stabilizing stream bank sections with large placed stone. ARRC provided a quote of \$24,700.00 and proposed to utilize imported topsoil to stabilize the banks in addition to removing similar areas of sediment.

The Borough staff and the Borough Engineer consulted with the Board of Directors for CCHE and are recommending the work be awarded to LandStudies, Inc. The Borough and CCHE will split the cost of this maintenance work 50/50 consistent with our cost share agreement.

MOTION:

Move to approve Award to LandStudies, Inc. for their proposed cost of \$21,885.00.

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Operating Expense (F01)	0	0	0	0	0
Capital Expense (F18)	0	0	0	0	0
Capital Expense (F30)	0	0	0	0	0
Liquid Fuels Exp. (F35)	0	0	0	0	0
External Revenues (Grants)	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Account Number	Account Description	FY24 Budget	Current Balance	Agenda Expenditure	Balance

ATTACHMENT(S):

- Remediation Plan proposed by LandStudies, Inc.

Range of Checking Accts: 01 GENERAL FUND to 01 GENERAL FUND Range of Check Dates: 06/11/24 to 06/11/24
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
01 GENERAL FUND		GENERAL FUND							
42938	06/11/24	108EM005 10-8 Emergency Vehicle SVC					766		
24-00636	1	ema trailer modem	587.50	01-415-600 EOC Supplies	Expenditure		112		1
42939	06/11/24	ANDRE010 Andrew Plastino					766		
24-00567	1	Police Test Deposit/Reimburse	25.00	01-410-200 Police Equipment & Supplies	Expenditure		12		1
42940	06/11/24	ART Art Printing					766		
24-00637	1	post cards	395.00	01-414-550 CLG Matching Mini Grant	Expenditure		113		1
24-00637	2	mailing services	275.00	01-414-550 CLG Matching Mini Grant	Expenditure		114		1
			<u>670.00</u>						
42941	06/11/24	CAPIT020 Capital Electric					766		
24-00642	1	Outdoor Dusk to Dawn Light	148.87	01-430-200 Operating Supplies	Expenditure		121		1
24-00642	2	Light; GFI'S cover; Photo Eyes	231.01	01-430-200 Operating Supplies	Expenditure		122		1
			<u>379.88</u>						
42942	06/11/24	CINTA005 Cintas Corporation #59H					766		
24-00603	1	4194066569 Hwy Uniform Cleanin	83.26	01-430-238 Highway Uniform Cleaning	Expenditure		25		1
24-00643	1	4194813024 Hwy Uniform Cleanin	84.70	01-430-238 Highway Uniform Cleaning	Expenditure		123		1
			<u>167.96</u>						
42943	06/11/24	CLEVE005 CLEVELAND BROTHERS EQUIPMENT					766		
24-00613	1	Cat Loader Window Washer Pump	41.26	01-426-102 Recycling Maintenance of Equip. & Bldgs	Expenditure		43		1
24-00613	2	Cat Loader Window Washer Pump	41.26	01-426-102 Recycling Maintenance of Equip. & Bldgs	Expenditure		44		1
			<u>82.52</u>						
42944	06/11/24	COHEN005 Cohen Law Group					766		
24-00648	1	row ordinance	1,920.00	01-402-302 Consulting Services	Expenditure		136		1
42945	06/11/24	COLUM005 Columbia Motor Parts					766		
24-00609	1	Milling Machine	164.78	01-430-375 Maintenance & Repairs of Equipment	Expenditure		35		1
24-00609	2	oil filter & 5w30 Oil (12 pk)	77.14	01-430-375 Maintenance & Repairs of Equipment	Expenditure		36		1
24-00609	3	Fuel filter & oil filter	28.63	01-430-375 Maintenance & Repairs of Equipment	Expenditure		37		1

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Num Acct
PO #	Item	Description							
01	GENERAL FUND	GENERAL FUND		Continued					
42945	Columbia	Motor Parts		Continued					
24-00609	4	Lamp Street Sweeper	9.31	01-430-375	Expenditure		38		1
				Maintenance & Repairs of Equipment					
			<u>279.86</u>						
42946	06/11/24	COMMO080 Commonwealth Code Insp. Serv							766
24-00638	1	d czeiner 4/1/24-5/1/24	5,460.00	01-414-122	Expenditure		115		1
				Zoning Officer					
24-00638	2	d czeiner 5/6/24-5/29/24	3,640.00	01-414-122	Expenditure		116		1
				Zoning Officer					
			<u>9,100.00</u>						
42947	06/11/24	CORYB005 Cory Beaverson							766
24-00549	1	Police Test Deposit/Reimburse	25.00	01-410-200	Expenditure		1		1
				Police Equipment & Supplies					
42948	06/11/24	COUNT010 County of Lancaster Purchasing							766
24-00626	1	office supplies	434.39	01-402-210	Expenditure		69		1
				Office Equipment & Supplies					
42949	06/11/24	CSDAV005 CS Davidson Inc							766
24-00631	1	swm 501 s 9th st	86.03	01-250-300	G/L		94		1
				Escrow, Development					
24-00631	2	subdivision esc st peters apt	255.85	01-250-300	G/L		95		1
				Escrow, Development					
24-00631	3	1100 ridge ave subdivision	5,426.52	18-430-610	Expenditure		96		1
				Construction Costs - Ridge Avenue					
24-00631	4	ridge ave public works buildin	4,805.11	18-430-610	Expenditure		97		1
				Construction Costs - Ridge Avenue					
24-00631	5	ridge ave public works buildin	2,461.48	18-430-610	Expenditure		98		1
				Construction Costs - Ridge Avenue					
			<u>13,034.99</u>						
42950	06/11/24	DALEC005 Dale Carpenter							766
24-00550	1	Police Test Deposit/Reimburse	25.00	01-410-200	Expenditure		2		1
				Police Equipment & Supplies					
42951	06/11/24	DIXIE005 Dixie Land Energy							766
24-00605	1	Gas 87% - 307.1 gals @ 2.7715	851.13	01-430-231	Expenditure		27		1
				Fuel, Vehicles					
24-00605	2	Federal Lust tax	0.31	01-430-231	Expenditure		28		1
				Fuel, Vehicles					
24-00605	3	Federal Oil Spill Recovery	0.59	01-430-231	Expenditure		29		1
				Fuel, Vehicles					
24-00605	4	Federal Superfund Recovery Fee	1.12	01-430-231	Expenditure		30		1
				Fuel, Vehicles					
24-00644	1	Gas 87% - 213.0 gals @ 2.7271	580.87	01-430-231	Expenditure		124		1
				Fuel, Vehicles					
24-00644	2	Federal Lust tax	0.21	01-430-231	Expenditure		125		1
				Fuel, Vehicles					
24-00644	3	Federal Oil Spill Recovery	0.41	01-430-231	Expenditure		126		1
				Fuel, Vehicles					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Num Acct
PO #	Item	Description							
01	GENERAL FUND	GENERAL FUND	Continued						
42951	Dixie Land Energy	Continued							
24-00644	4	Federal Superfund Recovery Fee	0.78	01-430-231 Fuel, Vehicles	Expenditure		127		1
24-00644	5	Diesel - 150.0 gals @ 2.8288	424.32	01-430-231 Fuel, Vehicles	Expenditure		128		1
24-00644	6	Federal Lust tax	0.15	01-430-231 Fuel, Vehicles	Expenditure		129		1
24-00644	7	Federal Oil Spill Recovery	0.32	01-430-231 Fuel, Vehicles	Expenditure		130		1
24-00644	8	Federal Superfund Recovery Fee	0.60	01-430-231 Fuel, Vehicles	Expenditure		131		1
			<u>1,860.81</u>						
42952	06/11/24	DYNAT010 DYNATECH CONTROLS							766
24-00625	1	market house 7/1/24-6/30/25	2,775.00	01-444-317 Market House, Contracted Services	Expenditure		68		1
42953	06/11/24	EXETE005 Exeter Supply Company, Inc							766
24-00645	1	Sewer Vent Caps & Fernco Fitti	1,511.88	01-430-245 Highway Supplies	Expenditure		132		1
42954	06/11/24	FRANC010 Francis Ziobro III							766
24-00573	1	Police Test Deposit/Reimburse	25.00	01-410-200 Police Equipment & Supplies	Expenditure		17		1
42955	06/11/24	FREYL005 Frey Lutz Corp							766
24-00627	1	mens room toilet police	115.00	01-410-610 Maintenance & Repair of Building	Expenditure		70		1
24-00627	2	truck charge	50.00	01-410-610 Maintenance & Repair of Building	Expenditure		71		1
24-00627	3	rtu-2 not working	57.50	01-409-370 Maintenance & Repair of Building	Expenditure		72		1
24-00627	4	rtu-2 not working	230.00	01-409-370 Maintenance & Repair of Building	Expenditure		73		1
24-00627	5	truck charge	100.00	01-409-370 Maintenance & Repair of Building	Expenditure		74		1
24-00627	6	inducer motor asy	435.35	01-409-370 Maintenance & Repair of Building	Expenditure		75		1
			<u>987.85</u>						
42956	06/11/24	FRICK005 Fricke Hardware & Rental							766
24-00596	1	Keys	18.32	01-410-200 Police Equipment & Supplies	Expenditure		21		1
24-00633	1	windshield washer	17.94	01-430-200 Operating Supplies	Expenditure		99		1
24-00633	2	Flex Tape & Adhesive	19.47	01-426-102 Recycling Maintenance of Equip. & Bldgs	Expenditure		100		1
24-00633	3	Fasteners	2.55	01-430-200 Operating Supplies	Expenditure		101		1
24-00633	4	RIDGE AVE electrical hardware	27.46	01-430-200 Operating Supplies	Expenditure		102		1

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Num Acct
PO #	Item	Description							
01	GENERAL FUND	GENERAL FUND	Continued						
42956	Fricke	Hardware & Rental	Continued						
24-00634	1	50 lb play sand	6.99	01-454-378	Expenditure		103		1
				Columbia Crossings, Building/Prop Maint.					
24-00634	2	Cleaning Supplies	28.46	01-409-226	Expenditure		104		1
				Cleaning Supplies					
24-00634	3	Market House Maintenance Bldg	54.98	01-444-373	Expenditure		105		1
				Market House, Maintenance of Building					
24-00634	4	Maintenance Repairs Bldg	9.99	01-409-370	Expenditure		106		1
				Maintenance & Repair of Building					
24-00634	5	Cleaning Supplies	15.99	01-409-226	Expenditure		107		1
				Cleaning Supplies					
24-00634	6	Market House Maintenance Bldg	21.98	01-444-373	Expenditure		108		1
				Market House, Maintenance of Building					
24-00634	7	Market House Maintenance Bldg	15.18	01-444-373	Expenditure		109		1
				Market House, Maintenance of Building					
24-00634	8	Tools and Supplies	21.98	01-409-227	Expenditure		110		1
				Tools and Supplies					
			<u>261.29</u>						
42957	06/11/24	GENER010 General Code							766
24-00635	1	end date 5/31/2025	1,195.00	01-402-310	Expenditure		111		1
				Borough Code Maintenance					
42958	06/11/24	GOODT005 Good Transport Services, Inc							766
24-00608	1	Johnston Street Sweeper	72.07	01-430-375	Expenditure		34		1
				Maintenance & Repairs of Equipment					
42959	06/11/24	GTDIS005 GT Discount Auto Parts							766
24-00614	1	Grease Cartridges	54.11	01-430-375	Expenditure		45		1
				Maintenance & Repairs of Equipment					
24-00614	2	Tire Repair Tools	47.36	01-430-375	Expenditure		46		1
				Maintenance & Repairs of Equipment					
24-00614	3	Cordless Drill & Impact Driver	328.60	01-430-375	Expenditure		47		1
				Maintenance & Repairs of Equipment					
24-00614	4	Cordless Drill/Impact Driver	328.60	01-430-375	Expenditure		48		1
				Maintenance & Repairs of Equipment					
24-00614	5	Cordless Drill & Impact Driver	310.00	01-430-375	Expenditure		49		1
				Maintenance & Repairs of Equipment					
			<u>411.47</u>						
42960	06/11/24	HEMPF010 Hempfield Rec Center							766
24-00595	1	17 Participants/Cola Boro	459.00	01-410-174	Expenditure		20		1
				Conference & Training					
42961	06/11/24	HERSH015 Hershey Equipment Co							766
24-00602	1	PA State Inspect #AI4-05982152	11.00	01-430-375	Expenditure		23		1
				Maintenance & Repairs of Equipment					
24-00602	2	Labor	48.50	01-430-375	Expenditure		24		1
				Maintenance & Repairs of Equipment					
24-00612	1	PA State Inspect #AI4-05982159	11.00	01-430-375	Expenditure		41		1
				Maintenance & Repairs of Equipment					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Num Acct
PO #	Item	Description							
01	GENERAL FUND	GENERAL FUND	Continued						
42961	Hershey	Equipment Co	Continued						
24-00612	2	Labor	48.50	01-430-375	Expenditure		42		1
				Maintenance & Repairs of Equipment					
			<u>119.00</u>						
42962	06/11/24	HFTIR005 H&F Tire Service					766		
24-00597	1	Rear Tires/ PD#6	335.98	01-410-376	Expenditure		22		1
				Maintenance & Repair, Police Vehicles					
42963	06/11/24	HISTO005 Historic Preservation Trust					766		
24-00620	1	401 Walnut St.	250.00	01-414-313	Expenditure		55		1
				Official Borough Mapping/HARB review					
42964	06/11/24	HUNTE005 Hunter Throne					766		
24-00571	1	Police Test Deposit/Reimburse	25.00	01-410-200	Expenditure		15		1
				Police Equipment & Supplies					
42965	06/11/24	IOSS0005 IOS Solutions					766		
24-00610	1	LST Prep Guide Copon Codes	108.00	01-410-174	Expenditure		39		1
				Conference & Training					
42966	06/11/24	JACOB010 Jacob Vega					766		
24-00572	1	Police Test Deposit/Reimburse	25.00	01-410-200	Expenditure		16		1
				Police Equipment & Supplies					
42967	06/11/24	JAMES005 James R Wolpert					766		
24-00611	1	Park Meter Maint/May 2024	200.00	01-410-375	Expenditure		40		1
				Maintenance & Repair, Parking Meters					
42968	06/11/24	JORDO005 Jordon Corbin					766		
24-00552	1	Police Test Depotsit/Reimburse	25.00	01-410-200	Expenditure		3		1
				Police Equipment & Supplies					
42969	06/11/24	JUSTI010 Justin Dean					766		
24-00558	1	Police Test Deposit/Reimburse	25.00	01-410-200	Expenditure		4		1
				Police Equipment & Supplies					
42970	06/11/24	KLIN010 Kline, Kreider & Good Auctione					766		
24-00649	1	ridge ave project advertising	2,168.25	18-430-610	Expenditure		137		1
				Construction Costs - Ridge Avenue					
24-00649	2	ridge ave project commission	18,000.00	18-430-610	Expenditure		138		1
				Construction Costs - Ridge Avenue					
24-00649	3	ridge ave project broker parti	9,000.00	18-430-610	Expenditure		139		1
				Construction Costs - Ridge Avenue					
24-00649	4	mcginness advertising	2,168.25	18-450-001	Expenditure		140		1
				McGinness Airport Development Project					
24-00649	5	mcginness auction commission	1,920.00	18-450-001	Expenditure		141		1
				McGinness Airport Development Project					
24-00649	6	mcginness broker participation	960.00	18-450-001	Expenditure		142		1
				McGinness Airport Development Project					
			<u>34,216.50</u>						

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Num Acct
PO #	Item	Description							
01	GENERAL FUND	GENERAL FUND	Continued						
42971	06/11/24	LANCA010 Lancaster County Solid Waste M							766
24-00604	1	Dump Trash #3000439776	56.26	01-409-365	Expenditure			26	1
				Trash Disposal Services					
42972	06/11/24	LANCA025 Lancaster Avenue Garage & Tire							766
24-00588	1	Inspection/Parts	85.95	01-410-376	Expenditure			19	1
				Maintenance & Repair, Police Vehicles					
24-00619	1	code dpt truck #5 6/3/24	51.00	01-413-376	Expenditure			54	1
				Maintenance of Vehicles					
			<u>136.95</u>						
42973	06/11/24	LANCA070 Lancaster County Treasurer							766
24-00617	1	May 2024 County Tax	70,783.31	01-200-201	G/L			52	1
				Lanc Co RE Tax Payable					
42974	06/11/24	LANDM005 Landmarks SGA, LLC							766
24-00647	1	task 1 research	1,392.50	01-414-550	Expenditure			134	1
				CLG Matching Mini Grant					
24-00647	2	task 2 survey	3,499.50	01-414-550	Expenditure			135	1
				CLG Matching Mini Grant					
			<u>4,892.00</u>						
42975	06/11/24	MEAD0005 Meadow Valley Electric Inc							766
24-00630	1	1100 ridge ave install labor	732.45	01-430-200	Expenditure			86	1
				Operating Supplies					
24-00630	2	1100ridge ave install material	1,713.43	01-430-200	Expenditure			87	1
				Operating Supplies					
24-00630	3	1100 ridge ave misc consumable	35.00	01-430-200	Expenditure			88	1
				Operating Supplies					
24-00630	4	1100 ridge ave dispatch fee	75.00	01-430-200	Expenditure			89	1
				Operating Supplies					
24-00630	5	308 locust reappear relay switc	264.10	01-409-370	Expenditure			90	1
				Maintenance & Repair of Building					
24-00630	6	25amp 3pole 120vac coil	93.93	01-409-370	Expenditure			91	1
				Maintenance & Repair of Building					
24-00630	7	308 locust misc consumables	25.00	01-409-370	Expenditure			92	1
				Maintenance & Repair of Building					
24-00630	8	308 locust dispatch fee	75.00	01-409-370	Expenditure			93	1
				Maintenance & Repair of Building					
			<u>3,013.91</u>						
42976	06/11/24	MJR SEI-Stephenson Equipment CoMJR							766
24-00606	1	Gutter Brooms HDV27	914.45	01-430-375	Expenditure			31	1
				Maintenance & Repairs of Equipment					
42977	06/11/24	MOTOR005 Motorola Solutions							766
24-00615	1	2 in-car cameras	16,336.00	18-410-761	Expenditure			50	1
				PD - In Car Cameras (2 total)					
42978	06/11/24	MRMWO005 MRM Workers' Comp Fund							766
24-00629	1	10/1/23-9/30/24	60.33	01-402-195	Expenditure			79	1
				Employee Workers Compensation Insurance					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Seq	Acct
PO #	Item	Description					Ref		
01	GENERAL FUND	GENERAL FUND	Continued						
42978	MRM	Workers' Comp Fund	Continued						
24-00629	2	10/1/23-9/30/24	14.26	01-409-195	Expenditure		80		1
				Employee Workers Compensation Insurance					
24-00629	3	10/1/23-9/30/24	9,411.51	01-410-195	Expenditure		81		1
				Employee Workers Compensation Insurance					
24-00629	4	10/1/23-9/30/24	29.74	01-413-195	Expenditure		82		1
				Employee Workers Compensation Insurance					
24-00629	5	10/1/23-9/30/24	28.52	01-414-195	Expenditure		83		1
				Employee Workers Compensation Insurance					
24-00629	6	10/1/23-9/30/24	5,030.22	01-430-195	Expenditure		84		1
				Employee Workers Compensation Insurance					
24-00629	7	10/1/23-9/30/24	14.26	01-444-195	Expenditure		85		1
				Employee Workers Comp Insurance					
			<u>14,588.84</u>						
42979	06/11/24	PATRI015 Patrick Shores					766		
24-00569	1	Police Test Deposit/Reimburse	25.00	01-410-200	Expenditure		14		1
				Police Equipment & Supplies					
42980	06/11/24	PHILIO10 Philip Delp					766		
24-00560	1	Police Test Deposit/Reimburse	25.00	01-410-200	Expenditure		6		1
				Police Equipment & Supplies					
42981	06/11/24	RANDOO05 Randolph Hernandez					766		
24-00562	1	Police Test Deposit/Reimburse	25.00	01-410-200	Expenditure		8		1
				Police Equipment & Supplies					
42982	06/11/24	REEDN005 Reed Nevling					766		
24-00564	1	Police Test Deposit/Reimburse	25.00	01-410-200	Expenditure		10		1
				Police Equipment & Supplies					
42983	06/11/24	RICHA005 Richard DeFord					766		
24-00559	1	Police Test Deposit/Reimburse	25.00	01-410-200	Expenditure		5		1
				Police Equipment & Supplies					
42984	06/11/24	RINGC005 RingCentral Inc.					766		
24-00641	1	5/25/24-6/24/24	1,407.58	01-402-312	Expenditure		120		1
				IT Contracted Services					
42985	06/11/24	SETHR005 Seth Reed					766		
24-00568	1	Police Test Deposit/Reimburse	25.00	01-410-200	Expenditure		13		1
				Police Equipment & Supplies					
42986	06/11/24	SNYDE015 Snyder Brothers Inc					766		
24-00622	1	137 s front st 3/16/24-4/16/24	331.64	01-409-364	Expenditure		57		1
				137 S Front, Rebillable Prop Expenses					
24-00622	2	137 s front st late fee refund	6.05	01-409-364	Expenditure		58		1
				137 S Front, Rebillable Prop Expenses					
24-00622	3	137 s front st late fee refund	11.77	01-409-364	Expenditure		59		1
				137 S Front, Rebillable Prop Expenses					
24-00622	4	3rd & market 3/16/24-4/16/24	278.98	01-444-362	Expenditure		60		1
				Market House, Natural Gas Usage					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
01	GENERAL FUND	GENERAL FUND	Continued						
42986	Snyder Brothers Inc	Continued							
24-00622	5	5 front st 3/7/24-4/5/24	245.47	01-429-362	Expenditure		61		1
				WWTP, Natural Gas Usage					
24-00622	6	308 locust st 3/16/24-4/16/24	119.71	01-409-362	Expenditure		62		1
				308 Locust St., Natural Gas Usage					
24-00622	7	431 s front st 3/7/24-4/5/24	102.02	01-430-363	Expenditure		63		1
				Highway, Natural Gas Usage					
24-00622	8	5 front st 3/7/24-4/5/24	20.05	01-429-362	Expenditure		64		1
				WWTP, Natural Gas Usage					
24-00622	9	308 r locut 3/16/24-4/16/24	0.44	01-409-362	Expenditure		65		1
				308 Locust St., Natural Gas Usage					
			<u>1,080.49</u>						
42987	06/11/24	STATE020 State Workers' Insurance Fund							766
24-00646	1	installment #7	2,055.00	01-411-381	Expenditure		133		1
				CBVFD - Workers Comp. Ins					
42988	06/11/24	TACTI005 Tactical Wear							766
24-00618	1	Bullet Proof Vest/Dan Bell	1,402.00	01-410-238	Expenditure		53		1
				Police Uniforms and Dry Cleaning					
24-00624	1	Bullet Proof Vest/Brent Smith	1,402.00	01-410-238	Expenditure		67		1
				Police Uniforms and Dry Cleaning					
			<u>2,804.00</u>						
42989	06/11/24	TEXTM005 TextMyGov							766
24-00640	1	july 2024-june 2025	5,500.00	01-402-350	Expenditure		119		1
				General Communications					
42990	06/11/24	TOBYK005 Toby Kohler							766
24-00563	1	Police Test Deposit/Reimburse	25.00	01-410-200	Expenditure		9		1
				Police Equipment & Supplies					
42991	06/11/24	TRI005 Tristarr Staffing							766
24-00628	1	t toomey 5/20/24-5/24/24	1,240.00	01-402-140	Expenditure		76		1
				Clerical Salary					
24-00628	2	t toomey ot 5/21/24	93.00	01-402-140	Expenditure		77		1
				Clerical Salary					
24-00628	3	aca surcharge	31.59	01-402-140	Expenditure		78		1
				Clerical Salary					
			<u>1,364.59</u>						
42992	06/11/24	ULINE005 uline							766
24-00623	1	Cabinet Shop Desk/Process. Rm.	602.51	01-410-200	Expenditure		66		1
				Police Equipment & Supplies					
42993	06/11/24	VERIZ005 Verizon wireless							766
24-00621	1	jet packs police cars	320.26	01-410-321	Expenditure		56		1
				Police, Phone - Cell, Landline & GPS					
42994	06/11/24	VERIZ010 Verizon Connect							766
24-00616	1	Vehicle Tracking Subscription	10.04	01-410-321	Expenditure		51		1
				Police, Phone - Cell, Landline & GPS					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
01	GENERAL FUND	GENERAL FUND	Continued						
42995	06/11/24	VINCE005 Vincent Perrone					766		
24-00565	1	Police Test Deposit/Reimburse	25.00	01-410-200	Expenditure		11	1	
				Police Equipment & Supplies					
42996	06/11/24	WALTE005 Walters Portable Toilets					766		
24-00607	1	Makle Park H/C Portapot (June)	127.00	01-454-451	Expenditure		32	1	
				Maintenance of Parks - Makle Park					
24-00607	2	Rotary Park H/C Portapot (June)	127.00	01-454-455	Expenditure		33	1	
				Maintenance of Parks - Rotary Park					
			<u>254.00</u>						
42997	06/11/24	WAYNE010 Wayne Goff jr.					766		
24-00561	1	Police Test Deposity/Reimburse	25.00	01-410-200	Expenditure		7	1	
				Police Equipment & Supplies					
42998	06/11/24	YSMLA005 YSM Landscape Architects					766		
24-00639	1	misc expenses	18.65	18-465-002	Expenditure		117	1	
				Makle Park Improvements					
24-00639	2	professional fee	1,500.00	18-465-002	Expenditure		118	1	
				Makle Park Improvements					
			<u>1,518.65</u>						
42999	06/11/24	ZACHA005 Zachary Herr					766		
24-00575	1	Police Test Deposit/Reimburse	25.00	01-410-200	Expenditure		18	1	
				Police Equipment & Supplies					

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	62	0	199,509.79	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>62</u>	<u>0</u>	<u>199,509.79</u>	<u>0.00</u>

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	62	0	199,509.79	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>62</u>	<u>0</u>	<u>199,509.79</u>	<u>0.00</u>

Totals by Year-Fund Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND BBT	4-01	63,620.34	0.00	71,125.19	134,745.53
CAPITAL FUND	4-18	64,764.26	0.00	0.00	64,764.26
Total of All Funds:		<u>128,384.60</u>	<u>0.00</u>	<u>71,125.19</u>	<u>199,509.79</u>

Totals by Fund Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND BBT	01	63,620.34	0.00	71,125.19	134,745.53
CAPITAL FUND	18	64,764.26	0.00	0.00	64,764.26
Total of All Funds:		<u>128,384.60</u>	<u>0.00</u>	<u>71,125.19</u>	<u>199,509.79</u>

Fund Description	Fund	Current	Prior Rcvd	Prior Open	Paid Prior	Fund Total
GENERAL FUND BBT	4-01	63,620.34	0.00	0.00	0.00	63,620.34
CAPITAL FUND	4-18	64,764.26	0.00	0.00	0.00	64,764.26
Total of All Funds:		<u>128,384.60</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>128,384.60</u>

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: June 11, 2024

DEPARTMENT: Police

AGENDA TITLE: Hire Aaron Haun as part-time Police Officer

BACKGROUND AND JUSTIFICATION: Currently, there are 17 full-time police officers and 1 part-time officer within the Department. Aaron Haun is a qualified applicant who has over eight years of experience as a full-time police officer and possesses military experience. The addition of a part-time officer will help to provide much-needed coverage for the Community. Maintaining an adequate complement of officers helps to reduce officer workload, assists with proactive patrols, and supports the answering of calls to service in a timely manner. The hiring of an additional part-time officer will also assist with coverage on the weekends and weekday evenings when call volume is higher.

MOTION: To approve the hiring of Aaron Haun as part-time patrol officer contingent upon the passage of a thorough background investigation and post-offer testing.

FISCAL IMPACT ANALYSIS:

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Operating Expense (F01)	\$14,440	\$14,544	\$14,688	0	0
Capital Expense (F18)	0	0	0	0	0
Capital Expense ARPA (F21)	0	0	0	0	0
Capital Expense (F30)	0	0	0	0	0
Liquid Fuels Exp. (F35)	0	0	0	0	0
External Revenues (Grants)	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Account Number	Account Description	FY24 Budget	Current Balance	Agenda Expenditure	Balance
01-410-132	Part-time Police Officer	46,800	41,040	14,440	26,600

LEGAL REVIEW: N/A



May 15, 2024

Mark Stivers, Borough Manager
Borough of Columbia
308 Locust Street
Columbia, PA 17512

**RE: Proposal/Professional Services Agreement
Phase 1 Site Remediation at the McGinness Innovation Park
Borough Columbia, Lancaster County, PA**

Dear Mr. Stivers:

ELA Group, Inc. is pleased to provide this Proposal/Professional Services Agreement (PSA) for Phase 1 Site Remediation at the McGinness Innovation Park (McGIP). In doing so, ELA is able to update its estimated costs for these services as were first outlined on January 7, 2022, as part of the Borough's successful "Business in Our Sites" (BIOS) funding application. As such, our Proposal/PSA is organized into six parts as follows:

- I. Scope of Work and Estimated Professional Fees as of January 7, 2022
- II. Changes to the Scope of Work Since January 7, 2022
- III. Resulting Scope of Work and Professional Fees as of May 3, 2024
- IV. Services and Costs Not Included
- V. Compensation
- VI. Authorization

I. Scope of Work and Estimated Professional Fees as of January 7, 2022

As more-fully documented under **Code 1103.A** beginning on Page 2 of the attached Memorandum, in early January of 2022, ELA provided an outline of anticipated services and estimated fees (IE: "Soft Costs") for purposes of the BIOS Grant Application. These services included the following, for which emphasis has been added to key elements:

1. Basemapping

These services included the formatting of survey information provided by CS Davidson (CSD).

2. Preliminary Subdivision Plan/Improvement Construction Plan

The scope of these planning services included the consolidation of various purparts, subdivision for purposes of selling several lots, extinguishing of unopened alleys, preliminary alignment of street rights-of-way, documentation of adjoining street cross-sections, and delineation of blocks (but not lots) within the McGIP.

3. Bid Package #1: Construction and Bidding Documents

In consultation with ECS Mid-Atlantic (ECS) and Breneman Site Construction (BSC), the scope of these documents included geotechnical remediation of four areas on the site, bulk grading and stabilization of the

remainder of the site, limited stormwater conveyance, stormwater management controls, and erosion and sedimentation control.

Additionally, ELA would work with the Borough Solicitor to formulate the front-end/bidding documents and would stipulate responsibilities for the preparation of as-built surveys accurately depicting completed construction within the scope of this Bid Package.

4. Associated Permits

The scope of these permits included:

- NPDES Permitting for the entire scope of Phase 1 Improvements, as described above, included bulk grading of the entire site, implementation of stormwater management controls, and processing of a Notice of Termination (NOT) of the activities authorized under the NPDES Permit.
- PADEP Sewage Facilities Planning Module Exemption related to the lots created by the Subdivision Plan.

5. Construction Administration

In conjunction with BSC, ECS, and CSD, the scope of these services included bid-phase, construction-phase, and NOT services related to the scope of Phase 1 Improvements.

These services also included Critical Stage Inspections of the Post-Construction Stormwater Management (PCSM) Improvements authorized under the NPDES Permit. Included in ELA's fee estimate at **Code 1862** (page 7 of the attached Memorandum), these Inspections were estimated to cost \$25,000.

6. Meetings

The scope of meetings anticipated for this phase of the project included:

- Municipal Review Meetings (for approval of the Subdivision Plan/Construction Improvement Plan) and
- Project Coordination Meetings (during the anticipated twelve-month design and construction period).

In January 2022, ELA anticipated that it would be the primary consultant to provide all of the above services and for which our Professional Service Fees were estimated at **Code 1103.A: \$191,000** plus **Code 1862: \$25,000** for Critical Stage Inspections.

II. Changes to the Scope of Work Since January 7, 2022

In the order as emphasized above and including additionally emphasized services below, the following key changes have occurred/taken place since January 7, 2022:

- CSD has taken primary responsibility for producing a Subdivision Plan (I.2 above) to meet the above-stated purposes and to establish collateral for the loan portion of BIOS funding. Meanwhile, an Improvement Construction Plan (as a proxy for a "Land Development Plan") has been deemed unnecessary.

While this planning effort has been led by CSD, ELA has provided plans and sketches, planning vignettes, recommendations with regard to the content of the Subdivision Plan, and suggestions on modifications to the Borough's Zoning Ordinance. (See III. Resulting Scope of Work and Professional Fees as of May 3, 2024, below.)

- Because the end use of the McGIP (as a "Drone Technology Center" or as a "Light Industrial Center") has not yet been determined, the scope of Bid Package #1 (I.3 above) has been scaled-back to exclude bulk grading and

stabilization of the remainder of the site (outside of the four areas of geotechnical remediation). Similarly, because the focus of Phase 1 Site Improvements will be on geotechnical remediation, Stormwater Management Controls will not be implemented at this time (as also described at I.3 above).

Services, completed since January 2022 which yielded these key decisions, have been completed by ELA in consultation with the Borough and its Project Team. (See III. Resulting Scope of Work and Professional Fees as of May 1, 2024, below.)

- Because bulk grading of the entire site and stormwater management controls have been excluded from Phase 1 Site Improvements, in lieu of submitting a Post-Construction Stormwater Management Plan for NPDES compliance (as described in I.4 above), ELA has prepared and submitted only an Erosion and Sedimentation Control (E&SC) Plan and Restoration Plan for NPDES compliance. In preparing and submitting the E&SC Plan, ELA was required to provide a nominal amount of stormwater management documentation as well as prepare an "Avoidance Plan" by which to protect a Native American Artifact Area from disturbance during and following construction.

It is anticipated that the Erosion and Sedimentation Control Plan (for which NPDES permit approval is currently pending) will need to be terminated at the completion of Phase 1 Site Remediation Work.

NOTE: A Post-Construction Stormwater Management Plan will need to be submitted for NPDES compliance as a prerequisite to Phase 2 Infrastructure Improvements.

As to the Sewage Facilities Planning Module Exemption (as also described at I.4 above) it has been deemed unnecessary at this time.

NOTE: A Planning Module will likely need to be approved as part of subsequent Project Phases as lots are created, sold/leased, and/or developed.

(See III. Resulting Scope of Work and Professional Fees as of May 3, 2024, below.)

- Because stormwater management controls are not part of the Phase 1 Site Remediation Improvements, Critical Stage Inspections of PCSM Improvements (as described at I.5 above) are not needed at this time.

NOTE: Critical Stage Inspections of PCSM Improvements will be required as part of subsequent Project Phases.

(See III. Resulting Scope of Work and Professional Fees as of May 3, 2024, below.)

- Finally (and as described in I.6 above), Municipal Review Meetings related to the Subdivision Plan are now the responsibility of CSD. Meanwhile, Project Coordination Meetings have been on-going for some time and have been related to most if not all aspects of the Phase 1 Project Improvements for which ELA has a role. (See III. Resulting Scope of Work and Professional Fees as of May 3, 2024, below.)

III. Resulting Scope of Work and Professional Fees as of May 3, 2024 (Scope of Basic Services)

In conjunction with other members of the Project Team, ELA Group has provided and/or will continue to provide the following services based on the following anticipated fees/costs for services.

	<u>Costs Incurred Through 5/3/24</u>		<u>Estimated Cost to Complete</u>		<u>Total Cost</u>
1. Basemapping					
• Format CSD survey information: (Assumes a singular signed & sealed survey document and project basemap is received from CSD in PDF and AutoCAD formats)	\$925.00	+	\$2,300.00	=	\$3,225.00
2. Preliminary Subdivision Plan					
• Assist CSD w/ Plan content	\$8,307.50		\$2,942.50		\$11,250.00
• Assist Borough re: Zoning	<u>\$ 650.00</u>		<u>\$ 600.00</u>		<u>\$ 1,250.00</u>
	\$8,957.50	+	\$3,542.50	=	\$12,500.00
3. Bid Package #1: Construction & Bidding Documents (See Exhibit A for more detail)					
• Construction & Bidding Docs: Geotechnical Remediation w/ Ltd Stormwater Conveyance	\$17,865.00	+	\$20,000.00	=	\$37,865.00
4. Associated Permits					
• E&SC NPDES Permit including Environmental & Historical Permits and Limited SWM documentation	\$25,202.50	+	\$7,500.00	=	\$32,702.50
• PADEP Planning Module	<u>N/A</u>		<u>\$ 0.00</u>		<u>\$ 0.00</u>
	\$25,202.50	+	\$7,500.00	=	\$32,702.50
5. Construction Administration (See Exhibit B for more detail)					
• Bid-Phase Services	\$ 0.00		\$5,165.00		\$5,165.00
• Construction-Phase Services: (Assumes a Construction Duration of 12 weeks)	<u>\$ 0.00</u>		<u>\$9,930.00</u>		<u>\$9,930.00</u>
	\$ 0.00	+	\$15,095.00	=	\$15,095.00
6. Meetings					
• Municipal review meetings	N/A		\$ 0.00		\$ 0.00
• Project coordination meetings	<u>In III.3 above</u>		<u>\$ 0.00</u>		<u>\$ 0.00</u>
			0.00		\$ 0.00
Total:	\$52,950.00		\$48,437.50		\$101,387.50

IV. Services and Costs Not Included

Professional services and related costs cited above do not include the following:

- Categories of work/expenses as also documented in ELA's attached January 7, 2022, Memorandum including:

- A. 1103.B: Bid Package #2, Associated Permits, Construction Administration, Final Subdivision Plan, and Meetings
 - B. 1109: Wetland Restoration
 - C. 1110.A: Traffic Impact Studies
 - D. 1110.B: Highway Occupancy Permits, Bid Packages for Roadway/Intersection Improvements, Associated Permits, Construction Administration, and Meetings
 - E. 1200: Legal & Municipal Fees
 - F. 1850: General Conditions (including Code 1862)
 - G. As noted in II. Changes to the Scope of Work Since January 7, 2022, changes in the Scope of Work for Code 1103.A services will result in changes to the Scope of Work (and related fees/costs) for the six (6) bulleted items listed above.
- 2. Bid Alternates.
 - 3. Changes to the above-described scope of Phase 1 improvements as a result of changed conditions including but not limited to resolution of the resulting configuration of the "Steiner Property;" finding, locating, and determining the suitability of stormwater piping systems; and potential off-site improvements effected by or for neighboring property owners.
 - 4. Meetings beyond those described above.

V. Compensation

Professional Services will be provided as outlined in this Agreement in accordance with the ELA Group, Inc. Terms and Conditions for Consulting and Design, a copy of which is attached and included as part of this Professional Services Agreement. Based on our understanding of the work involved and our understanding of the project, we estimate our fees for the Scope of Basic Services to be a total of \$101,387.50.

All invoices will be rendered every four (4) weeks using our standard hourly rates for the professional staff that performed the work, including expenses, reimbursable expenses, and subconsulting fees incurred during the billing period. A copy of our current applicable rate schedule is enclosed. The rate schedule may be altered at the end of each calendar year to reflect our cost of doing business in the coming year.

If it appears during the completion of the services that the total cost may exceed this estimate, we will notify the Owner in writing prior to the cost exceeding the above estimate and indicate the reasons for the increase. No work will be performed beyond the estimate without Owner approval. Any services performed in addition to those mentioned in the Scope of Basic Services will be billed as an Additional Service and will be delineated as such on the applicable invoice.

The Estimated Fee for each Task Item is identified on page 4 above. ELA shall provide Professional Services for all work identified and as described in the Scope of Basic Services. Fees for the individual Items identified on page 4 above may be exceeded during the execution of the Work; however, in no case will the amount invoiced for the project exceed the Estimated Total Fee, without written authorization from the Owner.

VI. Authorization

In order to authorize the work outlined in this Professional Services Agreement and in accordance with the attached Terms and Conditions, please sign the authorization statement below and return one signed copy to our office. The other copy is for your files.

ELA Group, Inc. is pleased to have the opportunity of submitting this Professional Services Agreement and to continue our work on this transformative project! Should you have any questions, please call me.

Sincerely,
ELA GROUP, INC.



Richard L. Jackson, RLA
Vice President: Landscape Architecture
Corporate Office



Jason C. Best, RLA
Senior Project Manager
Corporate Office

ELA Group, Inc. is authorized to proceed with the Scope of Basic Services as outlined in this Professional Services Agreement.

By: _____

Title: _____ Date: _____

Exhibit A
Description of Construction & Bidding Document Services

ELA will perform the following services in collaboration with other members of the Project Team:

1. All drawings will be prepared on ELA Group, Inc. title sheets and standard sheet format. Drawing setup, line types, line colors and other drawing set-up requirements will be based on ELA CAD Drawing Standards. Site Drawings will be sealed by the appropriate licensed professional at ELA.
2. It is ELA's understanding that there will be one (1) set of construction documents. If multiple prime contracts are planned to be awarded, the same construction documents will be used for all bids.
3. Attend up to four (4) meetings with the Project Team during the Construction Document Phase to review progress, provide scheduling updates, and address coordination issues.
4. Prepare construction drawings and documents for all site work. Plans will be prepared and submitted for review by the Project Team as applicable.
5. Prepare technical specifications utilizing MasterSpec Format.
6. Work with ECS Mid-Atlantic and CS Davidson and assist Breneman Site Construction in preparation of the site related items in the Unit Cost front-end specifications.
7. Coordinate with the Borough Solicitor to assist in his preparation of bidding/front-end documents.
8. Forward final site work construction documents to the Borough for advertisement and bidding purposes. The sitework documents will be in electronic AutoCAD and Masterspec format, and up to two (2) paper copies, if requested.

Exhibit B
Description of Bid-Phase and Construction-Phase Services

ELA will perform the following services in collaboration with other members of the Project Team:

1. Bid Phase

Following the Borough Engineer's placing of the Construction and Bidding Documents on PennBID (or other similar platform), ELA will assist in bidding the project through providing the following services:

- A. Attend Pre-Bid meeting and answer questions, if required.
- B. Prepare and issue Addenda and Bulletins when required.
- C. Respond to Contractor Requests for Information (RFI) in standard Construction Specification Institute (CSI) format and incorporate these items into Addenda when required.
- D. Attend bid opening, if requested by the Borough.
- E. Review project bids and provide written recommendation regarding award, as required.
- F. Attend a meeting with the Project Team to review the bids and recommendation for award, if required.

2. Construction Phase

During the Construction Phase, ELA will assist the Owner/Project Team in administration of the construction contract through providing the following services:

- A. Attend the pre-construction meeting with the selected contractor(s) following award of the contract/prior to proceeding with the work, as required.
- B. Review shop drawing submittals for the site work and for all items required by the project specifications.
- C. Review meeting minutes and job correspondence as prepared by others and as required.
- D. Attend project progress meetings at times when key site work construction is occurring or as requested by the Owner. Attend up to five project progress meetings or 15 hours of meetings. Meetings beyond this will be billed as an Additional Service.
- E. Perform periodic review of the site work at intervals appropriate to the progress of the work and provide written Construction Observation Reports to the Project Team.
- F. Assist BSC with payment request reviews and provide recommendations to the Project Team, if required.
- G. Respond to Contractor's RFI's related to the site work to clarify the work or intent of the design, including preparation of supplemental drawings and sketches. This service does not include design and preparation of sketches or plans for changes to the work requested by the Design Team, Owner, regulatory agencies or other consultants, as this would be an Additional Service.
- H. Assist with review of Change Order Proposals, distribute Change Order Proposals to appropriate consultants for review, and provide written recommendation to the Project Team regarding the Change Order.
- I. Assist with punch-list inspection to determine Substantial Completion and issue list/report.

- J. Review Contractor's as-built drawings for the site work.
- K. Review Contractor's final payment request.

\\1033-003 McGinness Innovation Park\Project Files\Project Documents\Proposal\ELA Proposal 05012024.docx

ELA GROUP, INC.
TERMS AND CONDITIONS
FOR CONSULTING, DESIGN AND CONSTRUCTION PHASE

1. GENERAL PROVISIONS

- 1.1 CONTRACT DOCUMENTS:** The Terms and Conditions set forth herein are incorporated by reference in the Proposal for the performance of services described as the "Project" in the Proposal.
- 1.2 AGREEMENT:** The Agreement between ELA Group, Inc. ("ELA") and the CLIENT ("the Agreement") consists solely of these Terms and Conditions and the Proposal to which they are attached. In the event that ELA and the CLIENT have not executed the Agreement, the CLIENT's authorization to ELA to proceed with the performance of the services set forth in the Proposal shall constitute acceptance of these Terms and Conditions.
- Specific terms set forth in the Proposal shall take precedence over these Terms and Conditions to the extent they are inconsistent or contradictory.
- 1.3 STANDARD OF CARE:** ELA shall endeavor to perform the services under this Agreement with the care and skill ordinarily used by members of ELA's profession practicing under similar conditions at the same time and in the same locality.
- Estimates of cost, approvals, recommendations, opinions and decisions by ELA are made on the basis of ELA's experience, qualifications and professional judgment. ELA makes no other warranty or guarantee, express or implied.
- 1.4 TIMING OF PROPOSAL:** ELA agrees that the Agreement shall remain open and may be accepted by the CLIENT for thirty (30) days from the date of the Agreement. Acceptance of the Agreement after the end of the 30-day period shall be valid only if ELA elects, in writing, to reaffirm the Agreement and waives its right to reevaluate and resubmit the Agreement.
- 1.5 SUBCONSULTANTS:** ELA has the right to employ or retain such independent consultants, associates and subcontractors as it may deem appropriate to assist it in the performance of the services required.
- 1.6 OTHER WORK:** If the CLIENT requests ELA to provide engineering services on other projects before a written agreement is consummated for the other project, the terms and conditions of this Agreement shall apply thereto.

2. CLIENT COOPERATION

- 2.1 INFORMATION:** The CLIENT shall cooperate with ELA at all times to enable ELA to complete the Project. The CLIENT shall provide ELA with all information pertinent to the project reasonably requested by ELA to enable it to complete the Project.
- 2.2 ACCESS:** CLIENT shall provide access to the site of the Project at all reasonable times to enable ELA to complete the Project at no cost to ELA.
- 2.3 HAZARDOUS SUBSTANCES:** The CLIENT represents and warrants to ELA that it has and will comply with all obligations imposed by applicable law upon the generation, storage or disposal of hazardous substances and/or waste and that it will promptly notify ELA of any notices concerning such matters. The CLIENT agrees to hold harmless, indemnify and defend ELA from and against any and all damages and liabilities and expenses arising out of or in any way connected with the presence, discharge, exposure, release, or escape of hazardous substances, or wastes of any kind, to the extent permitted by law.
- 2.4 SAFETY RESPONSIBILITY:** ELA is not responsible for any safety precautions or programs of the CLIENT or any contractors working on the Project except for ELA's own employees.

3. USE OF ELA'S DOCUMENTS

- 3.1 USE OF DOCUMENTS:** All documents, including drawings and specifications, prepared by ELA pursuant to this Agreement, are instruments of ELA's service for use solely with respect to this Project. They are not intended or represented to be suitable for reuse on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ELA for the specific purpose intended is at the CLIENT's sole risk and will not impose liability upon ELA.
- 3.2 COPYRIGHT:** ELA shall be deemed the author of the documents prepared for this Project and shall retain all common law, statutory and other reserved rights, including the copyright. Notwithstanding the foregoing, upon CLIENT'S payment in full of all invoices rendered by ELA, plans and surveys prepared for this Project shall be the property of CLIENT, but shall be used by CLIENT solely in connection with this Project. If plans are used for completion of or for additions to this Project by others without ELA's involvement: (1) any seal of ELA's architects or engineers shall be removed from the plans or a statement placed on such documents that ELA is not involved; and (2) CLIENT shall engage another engineer or architect as applicable to review the plans and take full responsibility for suitability for use. The ownership rights of CLIENT shall not under any circumstances preclude ELA's use of designs or components of the documents for other purposes or projects.

4. LIMITATION OF LIABILITY/INDEMNIFICATION

- 4.1 INDEMNIFICATION:** The CLIENT shall indemnify and hold harmless ELA, its officers, directors, shareholders, or agents, employees, consultants and subcontractors from and against any and all liabilities, damages, or expenses in connection with (1) any personal injury or property damage arising out of any negligent acts or omissions by the CLIENT, its officers, directors, agents, employees and contractors, or (2) the CLIENT's breach of this agreement. The CLIENT further agrees to indemnify and hold harmless ELA for any and all fees and expenses incurred in enforcing or defending ELA's right under this Agreement or the performance of its duties under this Agreement.

ELA may settle any claim for which it has a right of indemnification against CLIENT without CLIENT's consent. ELA shall not be required to prove its liability or the reasonableness of the settlement to obtain indemnification from the CLIENT.

- 4.2 LIMITATION OF LIABILITY:** ELA shall not be liable to CLIENT unless CLIENT establishes ELA breached the Agreement by failing to render services in accordance with the applicable professional standard of care. CLIENT hereby waives its right to pursue any other cause of action of any nature whatsoever against ELA including, but not limited to, negligence, strict liability, and breach of warranty. Notwithstanding anything to the contrary, under no circumstances shall ELA be liable to CLIENT for consequential, incidental, special, or punitive damages. To the fullest extent permitted by law, ELA's total liability to CLIENT shall not exceed the greater of the total compensation received by ELA under this Agreement, or the amount of any deductible plus the amount ELA's insurers pay in settlement or satisfaction of CLIENT'S claims under ELA's professional insurance policy, subject to all limits and conditions of such insurance. ELA shall not be obligated to challenge an insurer's determination as to whether or not to provide coverage to ELA in any given situation or as to the amount of coverage it will provide to ELA in any given situation.
- 4.3 INSURANCE:** ELA presently carries professional liability insurance coverage with an annual aggregate limit of liability of \$4,000,000. Certificates of insurance or copies of policies will be provided upon request. Additional coverage may be obtained at the CLIENT's expense. Failure to exercise this option waives any claims of liability beyond such limits.
- 4.4 CLIENT/MANUFACTURER SUPPLIED DESIGNS:** In the event that the Project requires the furnishing and supplying of design services for such products as pre-manufactured buildings, tanks, special structures and systems, etc, the CLIENT shall not hold ELA responsible for any design which is furnished by others.

5. PAYMENT/INVOICES

- 5.1 PAYMENTS:** ELA will submit invoices to the CLIENT every four weeks as the work proceeds. Payment is due and payable in full on receipt of an invoice by the CLIENT without retainage and is not contingent upon receipt of funds from third parties.

The CLIENT recognizes that prompt payment of invoices is an essential aspect of overall consideration for this Agreement. The CLIENT agrees to pay all charges not in dispute within 30 days of the invoice date. If payment in full is not made within 30 days of the invoice date, ELA reserves the right to pursue all remedies, including withdrawing certifications, withholding the submission (to CLIENT or third-party municipality or agency) and/or recording of plans or other documents, stopping work on seven (7) days' prior written notice, and retaining all documents without recourse. The CLIENT agrees to pay a service charge of 1-1/2% per billing period on any amount outstanding over 30 days.

In the event CLIENT breaches its obligation to pay amounts invoiced by or otherwise due ELA under the Agreement and ELA obtains a judgment for any such amount, interest shall accrue on the total amount of the judgment at the rate of 1 1/2 % per month notwithstanding the fact that such interest rate may exceed the legal rate of post-judgment interest.

The CLIENT further agrees to reimburse ELA for all expenses ELA incurs in the collection process or to enforce payment under this Agreement, including, but not limited to, court costs, arbitrators' and attorneys' fees and other claim related expenses.

Timely payments of invoices is a condition of this Agreement. Failure to make payments in full within the time limits stated above will be considered substantial noncompliance with the terms of this Agreement and cause for termination of the Agreement if ELA so chooses.

5.2 DISPUTED CHARGES: Any charges the CLIENT disputes must be brought to ELA's attention within 10 days of receipt of the invoice. The CLIENT and ELA shall work together in good faith to resolve any disputed charges. If the CLIENT and ELA are unable to resolve their differences within 30 days, ELA shall have the right to suspend or terminate service. ELA has the right to suspend service if undisputed charges are not paid within 45 days of the invoice date.

5.3 INVOICES: All invoicing will be substantiated by ELA cost record sheets and work order system, all of which shall be made available to CLIENT upon request and during regular working hours for inspection and audit. Time spent in additional detailing of invoices is considered extra effort on the Project and will be invoiced as additional work. Any increase in ELA's cost resulting from state or federal legislation shall be reimbursed by the CLIENT.

If CLIENT asks ELA to issue invoices or bills to any entity or individual other than CLIENT, such invoicing or billing shall not in any way relieve CLIENT of its liability under the Agreement to pay such invoices or bills or any other obligation and such invoicing or billing shall not in any way interfere with or prejudice ELA's right to pursue CLIENT for the breach of any such obligation.

5.4 CREDIT: The CLIENT shall provide credit references and shall authorize ELA to conduct credit checks at ELA's request. ELA shall not be bound by this Agreement unless and until ELA approves in writing the CLIENT's credit history. The CLIENT's inability to provide credit references and/or a credit history acceptable to ELA constitutes a substantial failure to perform under this Agreement.

6. TERMINATION

6.1 TERMINATION: This Agreement may be terminated by either party upon seven (7) days' written notice should the other party substantially fail to perform in accordance with the terms of this Agreement through no part of the party initiating the termination. The CLIENT agrees to be liable and pay ELA for all labor done, work performed, materials furnished, and all expenses incurred for all work and additional work up to and including the day work is terminated.

6.2 DEFAULT: In addition to its other remedies, ELA reserves the right to withhold submission (to the CLIENT or any third-party municipality or agency) of any plans or other documents and withhold performance of any other term of this Agreement upon default by the CLIENT of any of the CLIENT's obligations under this Agreement.

7. MISCELLANEOUS PROVISIONS

7.1 ARBITRATION: Any and all disputes of any nature whatsoever between ELA and CLIENT shall be submitted to binding arbitration at ELA's sole election in accordance with this paragraph. To initiate arbitration under this paragraph, ELA shall send written notice to CLIENT specifying the dispute that will be submitted to arbitration. Any arbitration under this paragraph shall be conducted by a single arbitrator selected using the arbitrator selection process offered by the American Arbitration Association. The arbitrator so selected shall be licensed to practice law in Pennsylvania and shall have substantial experience arbitrating commercial disputes. Any arbitrator selected to resolve a dispute between ELA and CLIENT shall have authority to: (a) decide the dispute in accordance with rules promulgated by the American Arbitration Association that the arbitrator determines are most appropriate based on the facts and circumstances; and (b) allocate the costs of arbitration among the parties as he or she deems appropriate. Each dispute submitted to arbitration under the Agreement shall be subject to the respective statute or statutes of limitations that would otherwise have applied had the dispute been brought in a court of law, all limitations of liability set forth in the Agreement, and Pennsylvania law. A judgment of any court having jurisdiction may be entered upon any arbitration award.

- 7.2 VENUE:** If a dispute between ELA and CLIENT is submitted to arbitration, the arbitration shall be conducted at a location in Lancaster, Pennsylvania selected by the arbitrator. If, however, a dispute between ELA and CLIENT is submitted to the judicial process including, but in no way limited to, a dispute over an arbitrator's jurisdiction, such dispute shall be submitted to the Lancaster County Court of Common Pleas in Lancaster, Pennsylvania.
- 7.3 CONTROLLING LAW:** The Agreement is governed by the laws of the Commonwealth of Pennsylvania.
- 7.4 ASSIGNS:** To the extent permitted by law, this Agreement cannot be assigned or transferred by either party without the prior written consent of both parties.
- 7.5 THIRD PARTY BENEFICIARIES:** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to any third party.
- 7.6 MODIFICATION:** This Agreement may be amended only by written instrument signed by both parties.
- 7.7 ENTIRE AGREEMENT:** These Terms and Conditions, any drawings, plans, plats, and/or exhibits attached hereto, and the Proposal to which these items are attached, set forth the entire understanding and agreement between the parties with respect to the Project and shall be binding upon and inure (except as otherwise provided herein) to the benefit of the parties and their respective successors and assigns. This Agreement supersedes all prior documents, agreements, and understandings between the parties with respect to the Project.

8. CONSTRUCTION PHASE SERVICES

- 8.1 GENERAL:** If the proposal to which these Terms and Conditions are attached specifically includes Construction Phase services, the following provisions shall apply to those services, in addition to the provisions set forth in Articles 1-7 above.
- 8.2 VISITS TO THE SITE:** In connection with observation of the work of Contractor(s) while it is progress, ELA shall visit the site at intervals ELA deems appropriate for the various stages of the Project in order to observe the progress and quality of the Contractor(s)' work. Such visits and observations by ELA are not intended to be exhaustive or to extend to every aspect of the work in progress; instead, the visits and observations are intended to enable ELA to determine if, in ELA's professional judgment, the work is proceeding in accordance with the Agreement. ELA will keep the CLIENT informed of how work is progressing.
- 8.3 RESIDENT PROJECT REPRESENTATIVE:** If recommended by ELA and approved by the CLIENT, ELA shall provide the services of a Resident Project Representative to provide day-to-day observation of the work. The Resident Project Representative (and any assistants) shall be ELA's agent or employee and under ELA's supervision. The specific duties and responsibilities of the Resident Project Representative shall be set forth in detail in Exhibit A, "Duties and Responsibilities of Resident Project Representative."
- 8.4 PURPOSE:** The purpose of ELA's visits to the site and/or representation by a Resident Project Representative will be to enable ELA to better carry out the duties and responsibilities assigned to and undertaken by ELA during the Construction Phase, and, in addition, to provide the CLIENT with a greater degree of confidence that the Contractor(s)'s work will be performed in accordance with the Agreement. However, ELA shall not, during such visits or observation, supervise, direct or have control over Contractor(s)' work, nor shall ELA have the authority over or responsibility for the means, methods, techniques, or procedures of construction selected by Contractor(s), for safety precautions or programs used by Contractor(s), or for Contractor(s)' failure to comply with the laws, rules, regulations, codes or orders applicable to Contractor(s)' work. ELA therefore cannot and does not guarantee the quality or performance of the Contractor(s)' work or assume responsibility for any acts or omissions of the Contractor(s) in the performance of the work.
- 8.5 DEFECTIVE WORK:** During its visits to the site and based on its observation of the work, ELA may disapprove or reject Contractor(s)' work while it is in progress if ELA believes the work will not produce a finished product consistent with the Agreement or that it will damage the integrity of the design concept of the Project.
- 8.6 INTERPRETATION OF DOCUMENTS:** ELA shall issue necessary interpretations and clarifications of Project documents. ELA shall prepare work change directives and change orders as required.
- 8.7 SHOP DRAWINGS:** ELA shall review and take appropriate action with respect to shop drawings, samples, and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the Agreement.
- 8.8 SUBSTITUTES:** ELA shall evaluate and determine the acceptability of substitute materials or equipment of Contractor(s).

- 8.9 INSPECTIONS AND TESTS:** ELA shall be authorized to require special inspection or testing of the work, to enable ELA to determine generally that the work complies with the requirements of, and the results certified demonstrate compliance with, the Agreement.
- 8.10 APPLICATION FOR PAYMENT TO CONTRACTOR(S):** Upon review of Contractor(s)' applications for payment, ELA shall determine the amount owing to Contractor(s) based on ELA's on-site observation of the Project (and on information provided by the Resident Project Representative, where applicable). ELA shall then recommend in writing payment of that amount to Contractor(s). This recommendation shall constitute representation to the CLIENT that based on its observation of the Project, the work has progressed to the point indicated, and that to the best of ELA's knowledge, information and belief at that time, the quality of the work is consistent with the Agreement. By recommending payment, ELA does not represent that it has made exhaustive, detailed or continuous reviews of the Project. Such recommendation does not impose on ELA responsibility to ascertain how or in what manner any Contractor has used the moneys paid or to determine that title to any work, materials, or equipment has passed to the CLIENT free and clear of any lien, claims, security interests or encumbrances. Such recommendation also does not mean that there may not be other matters at issue between the CLIENT and Contractor(s) that might affect the amount to be paid.
- 8.11 CONTRACTOR(S)' DOCUMENTS:** ELA shall receive and review all documents to be assembled by Contractor(s) under the Agreement. Such review will only be to determine that their content complies with the requirements of the Agreement. ELA shall transmit these documents to the CLIENT with written comments, where appropriate.
- 8.12 FINAL PAYMENT:** ELA shall conduct an inspection to determine if the work is substantially complete. ELA shall also conduct a final inspection to determine if the completed work is acceptable. If upon final inspection the work is acceptable, ELA may recommend final payment to Contractor(s) and may give written notice to the CLIENT that the work is acceptable (subject to any conditions expressed therein).



HOURLY BILLING RATE SCHEDULE FOR 2024 CONSULTING SERVICES

STAFF TYPE	HOURLY BILLING RATE
ELA GROUP, INC. – ENGINEERS AND LANDSCAPE ARCHITECTS	
President	\$ 185.00
Division Director/Principal/Vice President	\$ 135.00 - \$ 180.00
Senior Project Manager/Engineer	\$ 145.00 - \$ 170.00
Project Manager	\$ 125.00 - \$ 145.00
Project Engineer/Landscape Architect Designer	\$ 85.00 - \$ 140.00
CAD Manager	\$ 125.00
Senior CAD Designer	\$ 110.00 - \$ 115.00
CAD Designer	\$ 90.00 - \$ 100.00
GIS	\$ 145.00
Administration	\$ 75.00 - \$ 95.00
ELA SPORT – ATHLETIC FACILITY PLANNING	
Principal-In-Charge: ELA Sport	\$ 180.00
Senior Project Manager	\$ 170.00 - \$ 185.00
Project Manager	\$ 90.00 - \$ 145.00
Senior Designer	\$ 110.00 - \$ 130.00
Design Technician	\$ 75.00 - \$ 90.00
ELA TECHNOLOGIES – ELECTRONIC DATA MANAGEMENT	
Tech Support	\$ 80.00 - \$ 110.00
Scanning (Document Imaging)	\$ 65.00

REIMBURSABLE EXPENSES

Reimbursable expenses are at cost including, but not limited to the following:

- | | |
|------------------------------------|----------------------------------|
| ○ Mileage | ○ Testing Services |
| ○ Travel Expenses, including Meals | ○ Equipment Rental |
| ○ Prints | ○ Traffic Counter Rental |
| ○ Copies | ○ Application/Recording Fees |
| ○ Postage | ○ Permit and/or Other Fees |
| ○ Outside Consultants | ○ Other Project Related Expenses |

ELA Group Inc/ELA Sport adjusts the fee schedule annually to reflect the cost of doing business for the coming year. This fee schedule is effective December 16, 2023 through December 14, 2024. For projects in progress that extend past the dates of the fee schedule attached to executed contracts, rates will be adjusted on the invoices and may adjust the amount of the project contracted fee.

Corporate Office:
743 South Broad Street
Lititz, PA 17543
(717) 626-7271

2013 Sandy Drive, Suite 103, State College, PA 16803; (814) 861-6328
414 North Jackson Street, Butler, PA 16001; (724) 256-9646

Branches:
Central PA
Western PA
100% Employee Owned Company (ESOP)



MEMORANDUM

TO: Rick Breneman Breneman Site Construction
Mark Stivers Columbia Borough
Evan Gable, Esq, Columbia Borough Solicitor
Derek Rinaldo Columbia Borough Engineer

FROM: Rick Jackson

RE: ELA Group’s Estimate of Soft Costs
Services in Support of Infrastructure Improvement Funding
Re/Development of the McGinness Properties

DATE: January 7, 2022

The purpose of this Memorandum is to provide ELA Group’s good-faith, present-day estimates of “Soft Costs” related to the above-captioned Project (**highlighted below**). These estimates are intended to assist Breneman Site Construction in the completion of its “Concept Site Improvement Budget and Project Proforma,” in advance of the Borough’s submission of grant/funding applications.

The basis of ELA’s estimates is the below outline of services which was prepared and circulated to you on December 29, 2021. Should any questions arise or further information be needed, please let me know.

Code 1000: Land Purchase (Page 7 of 38)

1003 ELA does not anticipate being involved in negotiating for the purchase of land and/or rights-of-way and easements which may be required in order to implement the Project/Improvements

Estimated Cost: \$0

Code 1100: Civil Engineering/Planning (Page 7 of 38)

1101 ELA has completed “Due Diligence” services including “Site Inventory/Analysis & Master Planning” and “Services in Support of Infrastructure Improvement Funding.” The bulk of these services have already been invoiced and/or remunerated.

Estimated Cost: In addition to fees already invoiced and/or paid by Columbia Borough through December 17, 2021, the cost of remaining “Services in Support of Infrastructure Improvement Funding” (from December 18, 2021 through end-January/mid-February 2022) is estimated at \$12,500.

1103 Supported by Geotechnical Services provided by ECS Mid-Atlantic (ECS) and Survey Services provided by CS Davidson (CSD), ELA’s Engineering Services will include the following (noting that “Traffic Engineering Services” are identified in 1110 below):

A. Preliminary Subdivision Plan/Improvement Construction Plan, Bid Package #1, Associated Permits, Construction Administration, and Meetings

1. Basemapping: Formatting of survey provided by CSD (per 1102)
2. Preliminary Subdivision Plan/Improvement Construction Plan

Assumption: Preliminary Subdivision Plan/Improvement Construction Plan will be prepared, approved, and recorded whereby it will become the basis by which the improvements included in Bid Packages #1 and #2 will be constructed

- a) Consolidation of Purparts that make-up the McGinness and Related Properties (including Steiner, Kline, and properties for which ownership is “unknown” and for which the Borough will be taking quiet title action)
 - b) Subdivision and Sale of Lots 1, 6, 11, and strip of land to be joined in common with Firehall (north of Lots 2 and 3)
 - c) Extinguishment of miscellaneous/unopened alleys
 - d) Preliminary alignment of street rights-of-way for Franklin Street, Penn Street, South 13th Street, and Reese Lane
 - e) Roadway/street improvements (IE: cross-sections) for Penn Street, Franklin Street, portions of Plane Street, South 9th Street, South 12th Street, and South 13th Street
 - f) Preliminary delineation of Blocks ~~and possibly Lots 2, 3, 4, 5, 7, 8, 9, 10, 12, and 13~~, subject to completion of Bid Package #1 and #2 construction and improvements
3. Bid Package #1: Construction and Bidding Documents

In consultation/coordination with ECS (Environmental and Geotechnical) and BSC, prepare Plans and Technical Specifications for the following scope of improvements:

- a) Geotechnical Remediation:
 - 1) N/NW Portion of Site: Remove soil; sift, separate, and spoil deleterious material on-site; reinstall and compact competent fill; bulk grading and compaction; and stabilization
 - 2) E & W Ends of Runway: Slope stabilization (at 3:1); deep dynamic compaction; bulk grading and compaction; and stabilization

Note: Work does not include retaining wall to be constructed on land conveyed to Firehall (behind Lots 2 and 3)

- b) Bulk grading and stabilization of remainder of site
- c) Limited Stormwater Conveyance/Piping
- d) Stormwater Management Control
- e) Erosion & Sedimentation Control

Note: Front-end/bidding documents will be prepared in conjunction with the Borough Solicitor and BSC; it is anticipated that ELA's work will be focused on defining Alternates and Unit Pricing requirements

Sitework Contractor's Surveyor to provide As-Built Survey of Bid Package #1 Improvements

4. Associated Permits

- a) ELA will coordinate and gain approval of NPDES Permits for Bid Package #1 improvements through the Lancaster County Conservation District and with the PADEP; at completion of BP#1 construction, ELA will process a Notice of Termination (NOT) of the activities conducted under this NPDES Permit

(Note: this NPDES permit must be coordinated with ECS Environmental who will be simultaneously obtaining Act 2 Designation of the Site)

- b) PADEP Sewage Facilities Planning Module Exemption

5. Construction Administration (not including PCSWM Critical Stage Inspections, which are identified at 1862), in conjunction with BSC (as clerk-of-works/PM), ECS (geotechnical testing during construction), and CSD (as Borough Engineer)

- a) Bid-phase services

- b) Construction-phase services:

- 1) Contractor RFI's
- 2) Construction Conferences, bi-weekly during up to nine (9) month construction period
- 3) Site inspections, conducted in concert with CSD (as Borough Engineer)

- c) As noted above, at the completion of construction of Bid Package #1 improvements, ELA will process a NOT of the activities conducted under this NPDES Permit

6. Meetings

- a) Municipal review meetings (Borough Planning Commission and Council)

- b) Project Coordination Meetings, as needed during up to twelve (12) month design and construction period

Estimated Cost 1103.A: \$191,000

B. Bid Package #2, Associated Permits, Construction Administration, Final Subdivision Plan, and Meetings

1. Basemapping: Formatting of "blended" survey provided by CSD (per 1102) and including as-built survey of improvements completed under Bid Package #1
2. Bid Package #2: Construction and Bidding Documents

In consultation/coordination with BSC, prepare Plans and Technical Specifications for the following scope of improvements:

- a) Gas, electric, and data
- b) Water and Wastewater
- c) Stormwater Conveyance/Piping
- d) Stormwater Management Control
- e) New construction of Penn and Franklin Streets, and South 13th Street
- f) Improvements to existing Plane Street, South 9th Street, Manor Street, and Franklin Street
- g) Streetscaping, crosswalks, plaza, and lighting (the Borough has pre-purchased 60 light standards)
- h) Landscaping: street trees and buffer plantings
- i) Erosion & Sedimentation Control

Notes: Front-end/bidding documents will be prepared in conjunction with the Borough Solicitor and BSC; it is anticipated that ELA's work will be focused on defining Alternates and Unit Pricing requirements

At the completion of Bid Package #2 construction work, the Sitework Contractor's Surveyor will prepare an As-Built Survey of all constructed improvements; this Survey will become the basis for the Final Subdivision Plan (See 1103.B.5. below)

No improvements to Lot 12 are included in Bid Package #2

Improvement of individual lots within the Business/Industry Park will be by the "End User," subject to approval of Land Development Plans for same

3. Associated Permits

- a) ELA will coordinate and gain approval of NPDES Permit for Bid Package #2 improvements through the Lancaster County Conservation District and with the PADEP; at completion of BP#2 construction, ELA will process a NOT of the activities conducted under this NPDES Permit
- b) It will be the responsibility of individual lot owners/end users to secure NPDES Permit approval for their subsequent development of lots within the Business/Industry Park
- c) Others?

4. Construction Administration (not including PCSWM Critical Stage Inspections, which are identified at 1862), in conjunction with BSC (as clerk-of-works/PM) and CSD (as Borough Engineer)

- a) Bid-phase services
- b) Construction-phase services:
 - 1) Contractor RFI's
 - 2) Construction Conferences, bi-weekly during up to nine (9) month construction period
 - 3) Site inspections, conducted in concert with CSD (as Borough Engineer)

- c) As noted above, at the completion of construction of Bid Package #2 improvements, ELA will process a NOT of the activities conducted under this NPDES Permit

5. Final Subdivision Plan

Based on post-Bid Package #2 As-Built Survey (per 1103.B.2. above), prepare Final Subdivision Plan and Profiles, including:

- a) As-built horizontal and vertical alignment of:

- 1) New on-site street improvements for Franklin Street, Penn Street, South 13th Street, and Reese Lane

- 2) New water, wastewater, and stormwater utilities

- b) Final delineation of Blocks and possibly Lots 2, 3, 4, 5, 7, 8, 9, 10, 12, and 13, subject to completion of Bid Package #1 and #2 construction and improvements

- c) Easements

6. Meetings

- a) Municipal review meetings (Borough Planning Commission and Council)

- b) Project Coordination Meetings, as needed during up to twelve (12) month design and construction period

Estimated Cost 1103.B: \$294,000 / Total Estimated Cost 1103.A + B: \$485,000

- 1109** No wetland restoration work is currently anticipated as part of the Project; same would be undertaken as part of the development of Lot 12 into a Recreation/Environmental Center

Estimated Cost: \$0

- 1110** Supported by Survey Services provided by CSD, ELA's Traffic Engineering Services, related to three (3) off-site improvements, will include the following:

A. Traffic Impact Studies (TIS)

1. Based on traffic data and analysis already completed, prepare TIS for the following intersections and related roadway improvements:
 - a) South 15th Street and Lancaster Avenue
 - b) South 15th Street and Manor Avenue
 - c) Plane Street and Route 441
2. Submit TIS's, coordinate their review through PennDOT, and attend meetings and revise TIS's as required until approvals have been granted

B. Highway Occupancy Permits, Bid Packages for Roadway/Intersection Improvements, Associated Permits, Construction Administration, and Meetings

1. Basemapping: Formatting of survey provided by CSD (per 1102)
2. Highway Occupancy Permits (HOP's)
 - a) Prepare HOP and related SWM plans, documents, and applications for each of the above intersections and roadway improvements
 - b) Submit HOP's, coordinate their review through PennDOT, and revise HOP's as required until approvals have been granted
3. Bid Packages for Roadway/Intersection Improvements

In consultation/coordination with BSC, prepare Plans and Technical Specifications for the following scope of improvements:

- a) Individual Bid Packages for each of the above intersection, roadway, and stormwater improvements
 - b) Front-end/bidding documents will be prepared in conjunction with the Borough Solicitor and BSC; it is anticipated that ELA's work will be focused on defining Alternates and Unit Pricing requirements
4. Associated Permits
 - a) ELA will coordinate and gain approval of E&S and/or NPDES Permits for each Bid Package for Roadway/Intersection Improvements through the Lancaster County Conservation District and with the PADEP; at completion of construction, ELA will process a NOT of the activities conducted under these E&S/NPDES Permits
 - b) Others?
 5. Construction Administration (not including PCSWM Critical Stage Inspections, which are identified at 1862), in conjunction with BSC (as clerk-of-works/PM) and CSD (as Borough Engineer)
 - a) Bid-phase services
 - b) Construction-phase services:
 - 1) Contractor RFI's
 - 2) Construction Conferences, bi-weekly during up to three to six (3 to 6) month construction periods
 - 3) Site inspections, conducted in concert with CSD (as Borough Engineer)
 - c) As noted above, at the completion of construction of improvements, ELA will process a NOT of the activities conducted under this NPDES Permit
 6. Meetings
 - a) Project Coordination Meetings, as needed during six (6) to nine (9) month design and construction period for each of three (3) project areas

Estimated Cost of 1110.A + B: \$236,000

Code 1200: Legal & Municipal Fees (Page 8 of 38)

1202	Preliminary Subdivision Plan Submission Fees	\$7,500
1203	Preliminary Subdivision Plan Recording Fees (see 1214 below)	\$1,000
1204	Lancaster County Conservation District Review Fees (for multiple project phases)	\$9,000
1205	PADEP Review Fees (for multiple project phases and NPDES Permits)	\$7,000
1206	Final Subdivision Plan Submission Fees	\$7,500
1207	Final Subdivision Plan Recording Fees	\$1,000.00
1209	PennDOT TIS and HOP Submission Fees	\$500.00
1213	Business Park Covenants: Set-Up (ELA to assist Borough Solicitor)	\$2,500.00
1214	Financial Security	

A. Sitework and Infrastructure Improvements Financial Security

The approved and recorded Preliminary Subdivision Plan will serve as "Improvement Construction Plan" by which Bid Package #1 and Bid Package #2 will be constructed without need for Financial Security

B. Water Company Required Financial Security

Unless waived by Columbia Water Company, Financial Security would be based on estimated value of water improvements (\$525,000)

C. Sewer Authority Required Financial Security

Unless waived by Lancaster Area Sewer Authority, Financial Security would be based on estimated value of sewer improvements (\$335,000)

Code 1850: General Conditions (Pages 13 and 14 of 38)

1858	Water Inspection Fees	N/A
1859	Water Tapping Fees	N/A
1860	Sewer Inspection Fees	N/A
1861	Sewer Connection Fees	\$17,042
1862	PCSWM Inspection Fees	\$25,000

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: June 11, 2024

DEPARTMENT: Community Development

TITLE: McGinness Innovation Park Phase 1 Site Remediation

BACKGROUND AND JUSTIFICATION: ELA Group, Inc. has provided a Proposal/Professional Services Agreement for Phase 1 Site Remediation at the McGinness Innovation Park. This proposal includes updated estimated costs in addition to a recap of costs already incurred for these services as first outlined on January 7, 2022, as part of the Borough’s successful “Business in Our Sites” (BIOS) funding application.

The main services being provided by this proposal are the permitting of the site, creation of the public bidding packet, and construction administration.

MOTION: Motion to Approve the May 15, 2024, Professional Services Agreement submitted by ELA Group, Inc. for an estimated fee of \$101,387.50.

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Operating Expense (F01)	0	0	0	0	0
Capital Expense (F18)	101,387.50	0	0	0	0
Capital Expense (F30)	0	0	0	0	0
Liquid Fuels Exp. (F35)	0	0	0	0	0
External Revenues (Grants)	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	101,387.50	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Account Number	Account Description	FY24 Budget	Current Balance	Agenda Expenditure	Balance
18-450-002	McGinness Airport Development Project	\$2,000,000	\$1,917,926	\$101,387.50	\$1,816,538.50

C. Legal Review: Reviewed for legal sufficiency

ATTACHMENT(S):

- ELA Group, Inc. Proposal dated May 15, 2024

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: 6/11/24

DEPARTMENT: Police Department

TITLE: Special Event – Chestnut Street Block Party (900 Block of Chestnut Street)

BACKGROUND AND JUSTIFICATION: The residents in this block of Chestnut Street have been hosting a block party for numerous years. They use this event to build neighborhood relationships by getting together for food, fun and music.

MOTION: To consider approval of a Special Event Request for Barry and Terry McCarty to host a block party in the 900 block of Chestnut Street on 8/3/2024 from 3pm-11:00pm (times include set-up and tear-down) contingent upon receipt of the required Certificate of Insurance naming Columbia Borough as an additional insured.

FISCAL IMPACT ANALYSIS

NOTES/ATTACHMENT(S):

- Special Event Permit Application
- There should be little to no cost incurred to the Borough for this event.
- Barricades will be needed from the Public Works Department, as in the past.

RECEIVED



SPECIAL EVENT PERMIT APPLICATION

BY: [Signature] Non-Profit: Yes ___ No Date Request Submitted: 5-13-24

Organization Name: Barrymccarty Representative Name: Same

Address: 913 Chestnut St Phone #: 684-9467 Email: terrymccarty1@outlook.com

Name of Event: Chestnut St Block Party

Describe Event Activities: Games, music, Food

Event Date(s)	Time of Event	Times (Including Setup/Tear Down)
8/3/24 / (Rain Date) —	4-10	3-11

Anticipated Attendance: 150 Are you charging a fee to participate? NO If so, how much? ___

Site Requested: (Please see Special Event Policies and Procedures for a list of available sites)

9 hundred block of chestnut St

If using Borough Street(s) (i.e.- 3rd St from Locust to Chestnut): Chestnut from 9th to 10th and ___ from ___ to ___ and ___ from ___ to ___

Equipment/Personnel Required: ___ Police Services ___ Custodian ___ Highway Personnel ___ Safety Cones ___ Fire Police Services ___ Other Barricades

Please Note:

- The Borough has the right to assign additional security and other personnel as needed. Your organization may be subject to fees for these services as well as other fees incurred by the Borough. (Please refer to the current Columbia Borough Fee Schedule which is available on our website (www.columbiapa.net).
- Clean-up and removal of all trash produced at an event is the responsibility of the event host. Failure to remove all trash could result in additional fees as well as a fine of up to \$500.00.
- A Certificate of Insurance must be submitted with the application and must be submitted to the Columbia Borough Police Department at least 60 days prior to the event date. Minimum coverage of \$500,000.00 for bodily injury and \$500,000.00 for property damage (must show Columbia Borough as additional insured).
- Two Certificates of Insurance are required for events involving a state-owned road (one showing Columbia Borough as an additional insured and a second showing PennDot as an additional insured). The Facilities Use Application and Insurance Certificate must be submitted at least 60 days prior to the event date.

I hereby certify that I have read, understand, and agree to adhere to this policy of Columbia Borough concerning Use of Facilities. Further, my organization forever releases Columbia Borough, Mayor, Council Members, Columbia Borough Officials, their doctors, agents, employees and servants from all claims, actions, and charges whatsoever arising out of the event(s) conducted on the above-mentioned dates(s) for which the application is submitted. My organization will defend all actions, suits, complaints, or legal proceedings of any kind brought against the Borough and any of its agents, servants, or employees and further will hold harmless and indemnify the said, Mayor, Council Members, and Borough Officials from any expenses, judgments or decrees recovered against them as a result of said use of these facilities. The provisions of this Application and this paragraph extend to the applicant's successors, assigns, heirs, and personal representatives.

RESPONSIBLE ORGANIZATION OFFICIAL: Barrymccarty (Name - PLEASE PRINT) [Signature] (Signature)

APPROVAL SIGNATURES:

Borough Manager Mark Stivers, Borough Manager Date

Police Chief Chief Jack Brommer Date